

**UPDATED MARCH 25, 2023:** Please review the updated terms as this contains important updates to making Payments to Credit Cards and new features from UMB Bank, including online account activation and disabling/reenabling cards online.

## **UMB Online Banking Agreement**

(for Consumer, Private Banking and Small Business Clients)

Effective March 25, 2023

**This UMB Online Banking Agreement** (the "**Agreement**") governs the use of UMB Online Banking (the "**Service**") by consumer, private banking and "small business" clients to access their accounts and perform various banking functions using electronic devices, including personal computers and Mobile Devices. In this Agreement, a "**Service**" refers to any of the online or mobile financial functions or services available through UMB Online Banking.

Please read this Agreement carefully. By clicking "**I agree**" or by using any of the Services, you acknowledge that you have received this Agreement and that you are bound by all of its terms, conditions and provisions.

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##### A. MEANING OF IMPORTANT TERMS.

In this Agreement, "**UMB Bank**," "**Bank**," "**we**," "**our**," and "**us**," refer to UMB Bank, n.a. or any financial institution that acquires our Accounts.

"**You**", "**your**", and "**Owner**" mean, with respect to a Consumer Account, an individual person who is an owner or joint owner of an Account and, with respect to a Business Account, the business client in whose name the Account is held. "You" and "your" also include any person who is obligated to us to repay a loan Account, and any person who is authorized to access another person's Account using Online Banking.

"**ACH Transaction**" refers to an Automated Clearing House debit or credit to your Account in order to transfer funds to another UMB Account or an External Account, or to or pay a bill.

"**Account**" or "**Accounts**" refers to any UMB deposit, loan or investment accounts that may be accessed through UMB Online Banking.

"**Agent**" means any person other than an Owner that an Owner has authorized to act with respect to an Account. Examples of an "Agent" include a person to whom an Owner has granted a Power of Attorney over an Account that we have recognized, or an authorized representative of a Business. Those examples are not meant to be exclusive.

"**Available Balance**" is a term that applies to a deposit account (such as a checking or savings account), and represents the difference between the Current Balance (see the definition below) and any activity that has not yet posted to that Account. Items not posted may include any "pending" deposits, checks, transfers and withdrawals. Pending items are those debits or credits we have received, but have not yet settled for and posted to your Account.

**"Available Credit"** is a term that applies to a revolving credit account such as a credit card or a HELOC line of credit and refers to the difference between the Credit Limit and the Current Balance outstanding under the line.

**"Business"** (whether or not the word is capitalized) refers to an individual person, a legal entity, a governmental entity, or an unincorporated group or association that uses an Account primarily for commercial, business, agricultural or governmental purposes and not primarily for personal, family or household purposes.

Our **"Business Days"** are any day Monday through Friday, except bank holidays.

**"Consumer"** (whether or not the word is capitalized) refers to an individual person who uses his or her Account primarily for personal, family or household purposes. An Account held by a Private Banking customer primarily for personal, family or household purposes is considered a Consumer Account.

**"Credit Limit"** refers to the maximum amount that has been approved to borrow in connection with a particular credit Account.

**"Current Balance"** is a term that applies to a deposit, investment or credit Account. It represents the *beginning-of-the-day* balance after the prior Business Day's activity has been posted to the Account. For a credit account, the "Current Balance" does not include interest or fees that may have accrued but have not yet been posted to the Account.

**"Deposit Account Agreement"** means our then current booklet titled "*Important Information Regarding Your Deposit Accounts*," or its replacement, which includes the terms and conditions governing deposit accounts with us.

**"Electronic Fund Transfer"** (or **"EFT"**) is a transfer of funds initiated through an electronic terminal, computer or Mobile Device for the purpose of authorizing the Bank to debit or credit your checking or savings account.

**"Electronic Message"** means an electronically transmitted message which allows the text of the message to be displayed on the receiver's computer or Mobile Device. An Electronic Message delivered through Online Banking is considered a "written notice" for purposes of this Agreement. That includes messages delivered in the Secure Message Center, messages that are posted by us in Online Banking when a User signs into the Service, and messages that we send to an external email address associated with an Account when an Owner or Agent has consented to our sending you electronic messages in place of mail or other form of personal delivery.

**"External Account"** means an account held at an institution other than UMB Bank.

**"HSA"** means a Health Savings Account, a form of tax-advantaged account that is designed to be used to pay for qualified medical expenses of the Owner and his or her eligible dependents. Funds in an HSA *Deposit Account* are FDIC-insured to the maximum extent provided by law.

**"HSA Saver®" or "My Investment" Account** is a type of *investment account* that gives an Owner the opportunity to put funds that are part of his or her HSA into investments other than FDIC-insured deposits. Funds in an HSA Saver Account are NOT FDIC INSURED, HAVE NO BANK GUARANTY, AND MAY LOSE VALUE.

**"Intellectual Property Rights"** means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

**"Internal Account"** means an account that is held at UMB Bank.

**"Mobile Banking"** refers to your ability to access and use Online Banking or any of its Services using a Mobile Device.



**"Mobile Device"** refers to a tablet, cellular phone or other hand-held device used to access Online Banking and its various Services.

**"Money Manager"** refers to the personal financial management software and services that we make available to you through Online Banking. These services may allow you to consolidate, organize, and analyze financial information, including information about accounts you may hold with certain third-party providers, subject to the limitations described in this Agreement.

**"NSF"** means non-sufficient funds or uncollected funds. NSF activity refers to items posting or attempting to post to one or more of your Accounts when the Account has insufficient funds to cover the transaction or funds from the item have not yet been made available.

**"Nonpublic Personal Information"** means any confidential, private, nonpublic, or personal information that is given protected status under any federal or state law, including information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. Part 1016.

**"Online Banking"** in this Agreement refers to the electronic banking service provided by UMB Bank to our consumer, private banking and small business customers which is accessible via a computer or Mobile Device.

A **"Payee"** is a person, business, or any other transferee to whom you direct payments through the Bill Pay service and who we accept as a payee.

**"Payment Instructions"** (also sometimes referred to as **"Transfer Instructions"**) are instructions you give us through Online Banking to make a payment from funds in an eligible Account that you designate, or to transfer funds between Accounts that you can access or to accounts of other persons using one of our payment or transfer services such as, for example, Bill Pay or External Account Transfers.

**"Preauthorized Recurring Transfer"** means an electronic funds transfer you authorize in advance to recur at substantially regular intervals (at least once every 60 days).

**"Secure Mail"** or **"Secure Message"** means an Electronic Message that is encrypted using industry standard software intended to protect the content of the message from being viewed or modified in an unauthorized manner.

**"Security Credential(s)"** refers to your login ID, password, secure access code (a one-time code we send you in order to authenticate you in connection with an enrollment or transaction), and/or any other login credentials used to ensure that access to your Accounts is authorized, protected and secure.

**"Service Provider"** refers to third-party service providers or agents we use to provide certain Online Banking Services to you, or third-party service providers you contract with independently in connection with your use of Online Banking.

**"Small Business"** means a Business Banking client of UMB that operates an Account primarily for business, commercial, government or not-for profit purposes, and that we have classified on our computer system as being offered to small businesses (and not to Consumers or to larger corporate clients).

**"Third-Party Sites"** means certain third-party websites you may be able to access through the Money Manager Services.

**"UMB.com"** is the address through which Online Banking can be accessed with an Internet connection and viewed via a web browser.

**"User"** means any Owner and any Agent that has been authorized to access another person's Account using Online Banking.

There are other important terms that have specific meanings when used in this Agreement. The first time we use those words, we print them in **bold text**.

## **B. OUR AGREEMENT WITH YOU; AMENDMENTS; OTHER SERVICE PROVIDERS.**

### **1. Our Agreement.**

Your use of Online Banking, and the specific Services available through Online Banking, are governed by this Agreement, the application you complete (if required) for any Service that is available through Online Banking, and any instructions that we provide to you for using Online Banking. Your Accounts and the products or services that you receive from us and that are accessed through Online Banking are governed by other agreements, such as our Deposit Account Agreement, the signature card(s) you signed, your Organization Resolution and Agreement or other authority document on file with us (if you are a Business client), any applicable overdraft protection agreement, any applicable loan agreement, any credit card agreement, and any other applicable account agreements, all as they may be amended from time to time.

Some services available through Online Banking, such as our Remote Deposit Capture service, require you to acknowledge separate terms and conditions that amend this Agreement if you choose to use those Services. When you accept any of those terms and conditions, those terms become part of this Agreement.

When you click "**I Agree**" at the end of this Agreement, or when you use Online Banking or any Online Banking Service, you acknowledge that you have received this Agreement and agree to be bound by all of its terms, conditions and provisions. In the event of any conflict between this Agreement and any other terms and conditions that apply as between you and the Bank with respect to the electronic delivery of Services or access through electronic means, this Agreement controls. However, if the other terms and conditions expressly state that those terms control in the event of a conflict with this Online Banking Agreement, then those terms and conditions control, but only to the extent set forth in the other terms and conditions. Our Deposit Account Agreement, your loan agreement, or our other agreements applicable to the particular products and services you receive from us will control with respect to the terms and

conditions of those other products and services and the fees and charges that apply to them. Please read this Agreement carefully before using Online Banking.

## **2. Amendments.**

We reserve the right to amend this Agreement or any disclosures related to Online Banking at any time. We will provide notice of any material changes to the terms of this Agreement on or before the effective date of any such changes, either in a message delivered to you when you log into Online Banking, or in a message posted in the Secure Message Center that we provide you with notice of by sending a notice to your email address of record in the Service which asks you to check your Secure Messages for important information regarding the Service. We are not required to give you advance notice of a change if an immediate change is necessary to protect the security of our system or a legal or regulatory requirement necessitates an immediate change. In either of those events, this Agreement will be updated, and you will be notified within a commercially reasonable period of time after the update.

You agree that when we send you a notice to your email address of record in Online Banking requesting you to check your Secure Messages for important information about an amendment to the terms of the Online Banking Agreement, or when you access your Secure Messages after notice of the amendment posted in your Secure Messages, you will be deemed to have received the amendment. Your use of Online Banking by you or any Agent after a notice of change is made available to you will constitute your acceptance of the changes. You may decline changes by terminating your use of Online Banking, in the manner provided in this Agreement, before the changes go into effect.

You have no right to modify or amend this Agreement without our written consent, and any attempt to do so is void.

## **3. Other Service Providers.**

We may make products and services provided by others ("**Third-Party Services**") available through Online Banking. Third-Party Services may be governed by separate agreements that

you have with the applicable provider (“**Third-Party Service Agreements**”). Examples of these Third-Party Services include certain Online Wallets provided by third parties that store your debit or credit card numbers for future use in payment transactions that access your Accounts. By using any Third-Party Services, you agree that we make no warranties and have no liabilities as to the accuracy, completeness, availability or timeliness of the Third-Party Services, to the fullest extent allowed by law.

### **C. ACCESS TO ONLINE BANKING.**

You may access our Online Banking Service through your computer or Mobile Device. You may also access some features of our Online Banking Service using financial management software that you may have obtained independently through another Service Provider.

To use our Online Banking Service, you need the Security Credentials that we issue you, and the required hardware and software which is described in detail in the [Online Banking Help section of UMB.com](#). You are responsible for the installation, maintenance, and operation of your computer or the Mobile Device used to access Online Banking and any of its Services.

You acknowledge that you may be assessed fees by your Internet service provider or Mobile Device service provider when you access Online Banking. We are not responsible for payment of those fees.

We are not able to provide any assurance that you will be able to access Online Banking from a foreign country, especially if you are attempting to access Online Banking through a Mobile Device.

#### **1. Consumer Access to Online Banking.**

Each individual person must enroll separately in Online Banking for access to consumer Services, regardless of whether the Accounts accessed through Online Banking are held individually or jointly.

Individuals who wish to link Accounts within Online Banking must be authorized on the applicable Account documentation, as determined by our system settings. If you request and gain approval for Accounts to be linked in Online Banking, you are solely responsible and liable for any transactions on these linked accounts that you or your Agent initiate.

## **2. Small Business Access to Online Banking.**

Any one (1) authorized representative of a Small Business client can enroll in UMB Online Banking by completing the required enrollment form. An authorized representative is any person named in the client's Organization Resolution and Agreement or other authority document on file with us that shows that such person has the power to bind the business client to agreements for online banking services. We may honor the instructions of any authorized representative in connection with Online Banking. **Each client using the "small business" version of Online Banking can only have a single registration for the Service, including a single set of Security Credentials.** We will be providing other versions of the Service that have greater functionality and include more registration and user entitlement variations for larger commercial clients. If you believe that you need that version of the Service, please contact a commercial banking relationship manager for more information.

Any Small Business client that uses Online Banking acknowledges that any authorized representative who is given access to the client's Security Credentials will be able to view and/or transact business on any linked Accounts within that profile. **If an individual who does business as sole proprietor establishes a Small Business Online Banking profile, certain personal Accounts of the sole proprietor may also be linked through the business registration upon request, and any authorized representative of the business will have access to the sole proprietor's linked Accounts.**

**You agree to notify us immediately at the telephone number for Online Banking Customer Support at the number shown at the end of this Agreement if any User's authority over any linked Account changes, such as when an authorized representative leaves your employment or when a User's job responsibilities change and that person should no longer have Account access through Online Banking. We are not liable for**

**transactions that may be initiated by a User after the User's authority over any Account has changed and that you claim were unauthorized unless we have been notified of the change in authority and have had a reasonable opportunity to take action in response to that notice.**

You agree that our providing access to your Accounts, through the Security Credentials we issue to you, and which you agree to protect and to share only with your authorized representative(s), are reasonable security procedures for the protection of your Accounts, and are reasonable means to ensure the authenticity of payments and transfers made through the Service.

Accordingly, you acknowledge that the protections provided to consumers under the federal Electronic Fund Transfer Act and Regulation E or under similar state laws or regulations shall not apply to your Accounts or your use of this Service. We will not be deemed to have extended those protections to you by contract, and no course of conduct on our part shall be deemed to have extended those protections to you.

However, if you are a sole proprietor and certain personal Accounts are accessed by the Service, the protections provided under the federal Electronic Fund Transfer Act and Regulation E or under similar state laws or regulations shall apply to those personal Accounts to the extent provided by law.

### **3. Access Using Mobile Devices.**

You use the same Security Credentials to access Online Banking through your Mobile Device as you do to access the Service through your personal computer.

If you were previously a UMB Online Banking customer and accessed the service through a Mobile App, you will be required to download an updated version of the App before you can continue to use your Mobile Device for our new version of Online Banking.

Our new Mobile App allows you to use all the same functions that you could if you accessed the Service on a personal computer. You can even configure some elements of UMB Online Banking to be available on your Apple® Watch!

Additional terms that apply to Online Banking with a Mobile Device are included in the section of this Agreement titled “Services Available Through Online Banking,” “Mobile Banking.” You can get more information about our mobile banking features by going to the [Online Banking Help section of UMB.com](#) .

## **D. PRIVACY AND SECURITY.**

### **1. Security Procedures; Protecting Your Security Credentials.**

When you or your Agent log onto Online Banking using your Security Credentials, you authorize us to honor the instructions we receive relating to your Accounts, and to charge or credit your Accounts, as applicable, according to those instructions. You are responsible for all transfers and payments you initiate or authorize through Online Banking, even if you initiated the transactions based on information that you received in a fraudulent email or other fraudulent instructions you received from another person. You agree to take every precaution to ensure the safety, security and integrity of your Accounts, Security Credentials and transactions when using Online Banking.

You agree not to give or otherwise make available your Security Credentials to any unauthorized person. If you disclose your Security Credentials to any person, otherwise allow another person access to your Security Credentials, or permit another person to use Online Banking on your behalf, you will have authorized that person to access your Accounts, and even if that person exceeds your express authorization, you will be responsible for all transactions that person initiates or authorizes from your Accounts. All access to Online Banking through your Security Credentials will be deemed to be authorized by you and will be binding upon you. We recommend that you monitor your Accounts through Online Banking on a regular basis for unusual and/or potentially unauthorized activity.



We may provide links to third party websites without endorsing the accuracy or safety of the Third-Party Services, and we disclaim all liability for any linked sites or their content.

## **2. Virus Protection, Firewalls and Malicious Software.**

You are obligated to take security precautions to protect your computer and your Mobile Device. There are a number of means and mechanisms by which other persons may obtain information from your computer or Mobile Device or trick you or others in order to gain control of any computer used to access your Accounts through Online Banking. These unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on a removable or network storage device, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches. Specifically, you may be unwittingly induced to install on your computer malicious software ("**Malware**"), commonly referred to, among other names, as computer viruses, worms, Trojan horses, rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain Malware, or insert on your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once Malware is installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer. Financial Malware is generally undetectable by all but a few antivirus products, and often goes unnoticed until after unauthorized transactions have occurred. You agree that we are not responsible for any electronic virus or Malware that you may encounter using Online Banking.

We protect our own network and systems with various security protocols but are under no obligation to determine if any or all of the computers or Mobile Devices you use are secure or if they may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and Malware protection products of your choice to protect from, detect and remove any viruses and Malware found. You agree to immediately install any upgrades, patches or fixes required for security reasons or otherwise for

the proper functioning of Online Banking and any of its Services and features, regardless of whether requested by us.

We further encourage you to exercise caution when using your computers for activities unrelated to accessing Online Banking. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs or files, lock you out of your computer or files, and may result in unauthorized transactions from your Accounts.

If we learn, or have reason to believe, any computer you use to access Online Banking is compromised and not secure, whether that potential or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel or limit your access to Online Banking without prior notice to you. If, after suspending, canceling or limiting your access to Online Banking, we reactivate your access, you may have to re-establish some or all of your previously established settings, preferences, payment models, previously scheduled transfers of bill pay transactions, or links that allow you to aggregate your financial data into our Money Manager tools. You agree that we are not responsible for any viruses, firewalls, Malware, or similar devices or programs that you may encounter when using Online Banking, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.

### **3. Disclosure of Account Information - Our Privacy Practices.**

We only disclose information about your Accounts as set forth in our Privacy Notice. You may obtain a copy of our Privacy Notice (i) by using the [Security & Privacy](#) or the [Privacy Notice](#) link, which can be found in the footer of either UMB.com or the Online Banking login page, (ii) at one of our branches, or (iii) by calling Online Banking Customer Support, as applicable. That number is shown at the end of this Agreement in the “How to Contact the Bank” section.

### **4. Information We Collect.**

When you interact with us at any website or application that we own or control, or with our applications or third-party websites, we or our Service Providers collect certain information

about you and the computer or Mobile Device you are using (“cookies”) and/or pixel tags (i) for security and fraud monitoring/prevention purposes, (ii) to provide you with an improved experience on the site, and (iii) to share targeted product and service offers to you. By not allowing cookies, you may prevent our services from functioning as intended.

Our practices in this regard are set forth in our Online Privacy Notice, found on [UMB.com](https://www.umb.com).

More information about how our collecting “cookies” may affect a particular Service, and information about your refusing to allow us to use “cookies” may affect the Service can be found in the terms and conditions governing that particular Service.

When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

#### **E. YOUR REPRESENTATIONS CONCERNING ACCOUNTS YOU ACCESS THROUGH ONLINE BANKING; OUR RELIANCE ON YOUR INSTRUCTIONS.**

You represent to us that you are the legal owner of, or have legal authority to act on behalf of the Owner(s) of, the Accounts that you access through Online Banking, and that you are authorized to receive the financial information pertaining to those Accounts and to any account on a Third-Party Site that you include or access through the Money Manager Services. You represent and agree that all information you provide to us in connection with Online Banking is accurate, current and complete, and that you have the right to provide that information to us for the purpose of enrolling in and using Online Banking. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information, including your email address, up to date and accurate.

We may rely and act on instructions that we receive through Online Banking from you, from anyone to whom you gave or made available your login ID, password or other Security Credentials, from Users you have established, from anyone acting at your direction or with your consent (express or implied), from anyone acting with authority from you (express or implied),

and from any person who is an Agent with respect to any Account which you may access through Online Banking. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions, until you notify us in writing or electronically as provided in this Agreement that you have revoked that person's authority and we have had a reasonable period of time to act on that notice. When you notify us to revoke an Agent's authority to access Online Banking on your behalf, we may suspend your Online Banking access for such time as is necessary to secure your Account(s) and to provide you with new Online Banking Security Credentials.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online Banking transaction that is:

- initiated by you, at your direction, or with your consent (whether expressed or implied),
- initiated by a User with respect to any Account that may be accessed through Online Banking,
- initiated by any person (or that person's Agent) who is the Owner, co-Owner or authorized representative of any Account that you may access through Online Banking,
- that results in the transfer of funds between Accounts you may access through Online Banking, even if subsequent transfers out of the Account(s) benefit someone else, or
- that is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable).

If you claim a transaction is unauthorized, you must cooperate fully with us in our investigation of the transaction. You assign to us your right of recovery against the wrongdoer if we recredit your Account. You agree to cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

## **F. YOU MUST IMMEDIATELY REPORT TO US A COMPROMISE OF YOUR ACCOUNT, INFORMATION OR SECURITY CREDENTIALS.**

If You Believe Your Login ID, Password or Other Security Credentials Are Lost, Stolen or Used Without Your Authority:

TELL US AT ONCE if you believe your login ID, password and/or other Security Credentials have been lost, stolen, or used without your authority, or if you believe that an Electronic Fund Transfer has been made without your permission using information from your check. Failure to take appropriate steps could result in the loss of all the money in your Accounts, plus the maximum amount of any line of credit or savings account linked to your Accounts to provide overdraft protection. Telephoning is the best way of keeping your possible losses down, and we recommend that you call Online Banking Customer Support as soon as possible at the toll-free number provided in the section at the end of this Agreement titled “**How to Contact the Bank.**” If you cannot reach us by telephone, you may send a message to us using the Secure Message Center within Online Banking or write to us using the contact information provided in the section of this Agreement titled “**How to Contact the Bank,**” or visit your local branch.

## **G. ACCOUNTS YOU MAY ACCESS THROUGH ONLINE BANKING.**

### **1. Deposit Accounts.**

Subject to any restrictions we may impose from time to time, you may obtain information about and perform certain transactions described in this Agreement involving many of your UMB Bank deposit accounts through Online Banking. More detailed information on those transactions is provided in the sections of this Agreement that discuss Transfers and Bill Payments.

### **2. Credit Lines and Loans.**

Online Banking gives you information about the Current Balance, Credit Limit, Available Credit, and transactions for your credit and loan account. The Current Balance shown in Online

Banking does not reflect accrued interest, fees and other charges that have accrued on the Account and that have not yet been posted. If the Account is delinquent, you may also owe additional amounts that are not reflected in the Account balance. If you are expecting to pay your loan or line of credit in full, please contact Online Customer Support for help in obtaining exact payoff amounts.

If you have a UMB-issued credit card, or a line of credit or loan related or linked to any of your deposit accounts (such as a TotalCheck or credit card overdraft line of credit), you understand that the credit card and/or line of credit may also be accessed through Online Banking. You understand that the provisions of the agreements governing those products and services will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid overdraft related service charges, and direct advances resulting from your use of Online Banking.

When you establish an arrangement with us to automatically debit a deposit account at UMB to pay a line of credit or credit card account, you authorize us to charge your related/linked deposit account for any payments authorized under that billing arrangement until you have cancelled the automatic billing arrangement by notice to us.

Cancelling a Preauthorized Payment Arrangement. The best way to cancel a preauthorized payment arrangement that you have with us is by using Online Banking. Go to the Recurring Transfers screen in the "Online Activity" tab. Specify whether you want to cancel only the next payment due, or all future recurring payments for that loan. You must enter your instruction in Online Banking before 9:00 p.m. Central Time on a Business Day in order for the instruction to be effective on the following Business Day. Otherwise, the instruction will be deemed to have been received the next Business Day and will be effective on the next following Business Day. If you notify us to cancel the automatic billing arrangement through the Secure Message Center (we do not recommend that you use the Secure Message Center for that purpose), the cancellation may not be effective until three (3) Business Days after we received your notice.

**3. Your HSA Deposit Account and Your "My Investments" (UMB HSA Saver®) Account; Linking to UMB's HSA Online Access Portal for More HSA Account Functions.**

UMB Online Banking displays the Current Balance, the Available Balance, and some transaction activity in your UMB HSA Deposit Account. Your HSA *Deposit Account* is FDIC-insured to the maximum extent provided by law.

If you also have a “My Investments”<sup>1</sup> (UMB HSA Saver®) Account,<sup>2</sup> Online Banking will also show your Investment Balance. The Investment Balance is the market value of the securities in your HSA Saver Investment Account based on the previous day’s closing prices. That balance is provided for general informational purposes only and is not an official record of your HSA Saver Investment Account. Prices for mutual funds are not updated until after the markets close (usually between 7 p.m. and 10 p.m. Eastern Time). Please access your HSA Saver Investment Account directly through Healthcare Online Access on the main Online Banking left navigation bar for more detailed information.

You will be directed to UMB’s HSA Online Access portal for the most in-depth information about your HSA, and for most transactions involving your HSA funds. The first time you sign into HSA Online Access, you will be required to accept additional terms and conditions that apply.

You can make Bill Payments from your HSA Deposit Account using Online Banking. Please remember that under Internal Revenue Service regulations governing your HSA, you may only use your HSA to pay for Qualified Expenses. Each time you pay a bill from your HSA, the amount of the Payment Transaction will be treated as a distribution from your HSA. If any Payment Transactions are determined to be for non-Qualified Expenses as defined under the Internal Revenue Code, those amounts may be included in your gross income for federal

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<sup>1</sup> Investments in securities through your UMB HSA Saver® Account:

- are not deposits or obligations of, or guaranteed by, UMB Bank or any other financial institution;
- are not insured by the FDIC or any other government agency; and
- involve investment risks, including the possible loss of the principal invested.

<sup>2</sup> UMB Investment Management selects mutual funds in various asset classes for inclusion in the UMB HSA Saver Investment Program. UMB Custody Services provides safekeeping and settlement of the mutual fund investments in the UMB HSA Saver Investment Program. UMB Investment Management and UMB Custody Services are departments of UMB Bank, n.a. UMB Bank, n.a. is a wholly-owned subsidiary of UMB Financial Corporation.

income tax purposes, and you may have to pay tax penalties. Make sure you keep your receipts so that you can provide them if the IRS asks you to verify that the Bill Payment was for a Qualified Expense. For more information, go to the HSA Online Access platform.

## **H. SERVICES AVAILABLE THROUGH ONLINE BANKING.**

Some of the Services described below may not be available for certain Accounts or customers or through certain devices such as some Mobile Devices. We reserve the right to modify the scope and type of activities offered via Online Banking and any of the Services at any time, or limit eligibility for these Services, in our sole discretion.

We may also, from time to time, introduce new Services or enhance existing Services. By using new or enhanced Services when they become available, you agree to be bound by the terms governing each service.

### **1. Obtaining Balance and Transaction Information.**

You may use Online Banking to obtain balance information and transaction histories for certain deposit and loan accounts.

Balance information and transaction histories reported through Online Banking may not include transactions that have occurred since the close of business on the previous Business Day.

Balance information shown for your deposit accounts will include the **Current Balance** and the **Available Balance**, and these balance amounts may differ.

The **Current Balance** is the ending balance in your Account as of the close of the previous Business Day. The amount shown as the “Current Balance” does not take into account adjustments for pending transactions or any holds that may have been placed on your Account. For example, we may place a hold for a short period of time on funds from a check you deposit, to make sure that the funds are collected. We may place a hold for a short period of time on credit that is available under a line of credit when you pay by check to make sure that available



credit is kept within the credit limits established for the Account. See your credit account agreement for more details.

The **Available Balance** is the Current Balance, minus any holds as discussed in the above paragraph. The Available Balance also includes certain “real time” debits and credits which have taken place since the close of the previous Business Day. For example, ATM deposits and withdrawals, cash deposits, wire transfers, and other online activity is usually included in the “Available Balance.” The Available Balance provides the most up-to-date information from our computer systems regarding your Account balance. The Available Balance does not include or account for any scheduled payments or transfers that have not been processed.

For time deposit (such as CDs or IRAs), balances shown do not include interest that has accrued but has not been credited to the Account since the last statement.

Transaction history information for most Accounts is available for at least your current statement cycle plus the previous two statement cycles.

## **2. Statements, including e-Statements.**

Copies of your Account statements are generally available any time in Online Banking for a period of 18 months. After that period of time, you can request a copy of your Account statement by calling Online Banking Customer Support. You may be required to have additional software on your computer, such as Adobe®, in order to view statements.

Online Banking customers may elect to discontinue our automatic mailing of paper statements and to receive some or all of their Account statements only electronically ("**e-Statements**"). For most deposit accounts, stopping the automatic mailing of paper statements and choosing to receive your statements only electronically is optional; however, for certain Accounts, you may be charged a paper statement fee if you do not elect e-Statements. Some deposit accounts (such as most Health Savings Accounts) do not offer paper statements that are sent through the mail as an Account feature, and unless you enroll in e-Statements for those Accounts, your

Account will eventually be closed or converted to a different product type. Consult our applicable Account disclosures regarding account requirements and, if applicable, paper statements fees.

When you elect e-Statements or convert any Account on which you currently receive paper statements to e-Statements, you will be required to accept our electronic statement and notice terms and conditions at the **Statement Delivery Preferences** tab. When you elect e-Statements for an Account, we will no longer automatically send you paper statements through the mail.

If you previously elected e-Statements, that election continues to be effective until you notify us that you have revoked that election. Please see the Statement Delivery Preference tab for more information on how to cancel your e-Statement election.

If you elect e-Statements, you will receive an email notifying you when your current Account statement is available for viewing. The email will be sent to your current email address on record with us. Our delivery of an email to your email address on our records that notifies you of the availability of the statement will constitute our actual delivery of the statement to you for all purposes, including giving you notice of possible unauthorized transactions that may be shown in that statement. Therefore, you should sign into Online Banking to view your statement promptly and bring any such transaction immediately to our attention.

You must update your email address in Online Banking when your email address changes.

Your Account tax statements (e.g. 1099-INT, Interest Income) will generally be available through Online Banking. However, you cannot elect to receive your UMB tax statements exclusively through electronic delivery at this time.

### **3. Transferring Funds.**

You may make one-time or preauthorized recurring transfers of funds from many of your UMB deposit accounts or line of credit accounts to certain other UMB Accounts that you can access through Online Banking, including other deposit accounts, lines of credit, credit cards, and

installment loans. For example, you can request an advance from your UMB home equity line of credit to a deposit account at UMB through Online Banking; however, that function is not available in states such as Texas where advances under home equity lines of credit must meet defined loan to value parameters. You can transfer funds from a UMB deposit account to pay a UMB line of credit.

You may not use Online Banking to obtain an advance (loan) directly from one line of credit account to make a payment on another UMB line of credit account.

You may not use Online Banking to make contributions (transfers) to your HSA from another Account you have. You must use our HSA Online Access platform for those transactions. You may not use Online Banking to transfer funds out of a UMB CD or IRA to other UMB Accounts, or to transfer funds from another UMB Account into a CD or IRA.

Also, if your Account is a savings account or another type of Account that limits the number of transactions you may make during a statement period, the payments and transfers you make through the Service are counted towards those limits. If you exceed those limits, a fee may apply for each excess transaction. See our Account Disclosures for the limitations on permissible transfers, any fees that apply if you exceed those limits, and other applicable rules.

When you make a transfer or payment using UMB Online Banking, but you do not have sufficient funds in the UMB deposit account, and you have overdraft protection attached to that deposit account, an advance may be made from the overdraft line of credit, in accordance with the terms governing your overdraft line of credit account, to fund the payment. Your line of credit account may be charged an overdraft advance fee, and you will incur interest charges.

When we receive transfer instructions from you or any other User on your behalf, you authorize us to debit your "Transfer-From" Account for the indicated amount and transfer the funds on your behalf to the "Transfer-To" Account designated by you. If we credit the transfer amount to the "Transfer-To" Account, but the debit is returned to us for any reason, including but not limited to insufficient funds in the "Transfer-From" Account, you authorize us to reverse from

your "Transfer-To" Account the amount of the returned debit, and you may incur an NSF fee in the "Transfer-From" Account.

It is your responsibility to ensure the accuracy of the information you enter when you request a transfer of funds, and to inform us as soon as possible if you become aware that any information you entered was inaccurate. If you notify us promptly through Online Banking Customer Support that you made a mistake in entering a transfer, we will make reasonable efforts to stop or recover a transfer directed to the wrong "Transfer-To" Account. However, if you call us after the cut-off time for cancelling the transaction in Online Banking, we will not be able to prevent the transfer from occurring. We do not guarantee that any attempt on our part to reverse a transaction or to recover your funds will be successful and are not responsible or liable for any damages resulting from incorrect information entered by you or any other party to a transfer.

**a. Limits on Number and Dollar Amount of Transfers.**

We have established limits on the number of transfers and on the dollar amount of transfers that you can initiate using Online Banking. Funds must be available in the "Transfer From" Account at the time that the transfer is processed. For deposit accounts that have an overdraft line of credit attached, we may consider the amount of credit that is available under the line of credit when making a decision on whether or not to complete the transfer. See your overdraft line of credit agreement for more information, including information on applicable fees and minimum advance amounts. In addition, the receiving financial institution may have limits on the number and type of transfers allowed.

**(i) Limits on Internal Transfers Between UMB Accounts.**

Consumer Customers and Small Business clients may transfer funds through Online Banking in an amount up to the Available Balance in the "Transfer From" Account to another UMB Account on any Business Day. Bill Payments made using the Bill Payment service in Online Banking are excluded from these dollar and transaction limits.

There are other limits on the total number and total dollar amount of transfers that may be made between UMB Accounts per Business Day and per month through Online Banking; however, we do not disclose those limits for security reasons.

**(ii) Limits on Transfers to External Accounts.**

The chart below summarizes the limits that apply to transfers from your eligible UMB Accounts to accounts you hold at other institutions.

| <b>Limits on Transfers* to External Accounts using Online Banking</b> | <b>Consumer Customers</b> | <b>Private Banking Customers</b> | <b>Small Business Clients</b> |
|---|---------------------------|----------------------------------|-------------------------------|
| # transactions per Business Day                                       | 20                        | 20                               | 20                            |
| # transactions per month  | 100                       | 100                              | 100                           |
| \$ per transaction  | \$25,000                  | \$50,000                         | \$25,000                      |
| Total \$ per Business Day   | \$25,000                  | \$50,000                         | \$25,000                      |
| Total \$ per month  | \$300,000                 | \$300,000                        | \$300,000                     |

\*An “External Account” means any account at an institution other than UMB. Bill payments are excluded from these limits.

There are other limits on the total number and total dollar amount of transfers that may be from your eligible UMB Accounts to external accounts per Business Day and per month through Online Banking; however, we do not disclose those limits for security reasons.

**b. Internal Account Transfers (Between Your UMB Accounts).**

**(i) One-Time Internal Transfers – How They Work.**

Transfer of funds using Online Banking from a deposit, loan, or line of credit you have at UMB to a deposit account you have at UMB are generally processed and will be available in the “Transfer-To” account simultaneously on the “transfer date,” if the transfer is completed before 9:00 p.m. Central Time on a Business Day. If, however, a transfer is made through Online Banking after 9 p.m. Central Time, the funds will only be available that day in the “Transfer To” account for the limited purpose of authorizing ATM withdrawals and debit card transactions that

are received by us that day. For all other purposes, including the payment of checks and ACH Transactions, the funds will be available the next Business Day.

The “transfer date” is the date you enter for the transfer of funds in Online Banking.

Transfers of funds from a deposit account to a line of credit account or a loan account (including a home equity line of credit account) will be handled as follows: (i) the transfer will be debited from your deposit or line of credit account when we execute the transfer on the “transfer date,” unless we receive your transfer instructions after 9 p.m. Central Time, in which case the transfer will be debited the next Business Day; and (ii) the transfer will be credited to your loan account on the “transfer date” if (i) the transfer date you designate is a Business Day, and (ii) we receive your instruction to transfer the funds to your loan account no later than 9 p.m. Central Time on the transfer date. If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 9 p.m. Central Time on the transfer date, the transferred funds will be credited to your loan account as of the next Business Day following the transfer date.

Transfers of funds from a deposit account to a UMB credit card account will be handled as follows: (i) the Available Balance of the deposit account will be immediately verified; (ii) an immediate hold will be placed on those funds held in the deposit account by an amount of the requested transfer, and (iii) the Available Credit of the credit card account will be immediately increased by an amount of the requested transfer. You may cancel the transfer up until 5pm central time on the day the transfer was requested. If you cancel the transfer the immediate hold will be immediately released and the Available Credit of the credit card account will be immediately reduced, each by an amount of the cancelled transfer. If you cancel a transfer after using your card to make purchases or cash advances you may incur overdraft or other fees.

You may not use Online Banking to obtain an advance (loan) directly from one line of credit account to make a payment on another UMB line of credit account.

**(ii) Preauthorized Recurring Transfers.**

You can choose to set up recurring payments from your UMB deposit account to your UMB credit card account through the AutoPay feature within the "Pay Credit Card" tab of "Payments and Transfers". You can elect to have payments made on each future payment due date for your credit card in an amount equal to the minimum payment, the total balance, or another amount. You must elect AutoPay at least 10 [business] days prior to your next credit card payment due date. After electing AutoPay you should check to ensure when your first AutoPay payment is made. You can cancel AutoPay at any time up to 10 [business] day prior to a payment due date by returning to the "Pay Credit Card" tab. For more information refer to the AutoPay terms provided for your UMB credit card Account.

For transfers from your UMB deposit account to other UMB deposit accounts or line of credit accounts (other than credit card accounts), you can choose to make your transfer recurring with numerous frequency options. If you select a particular numeric date of the month as your frequency, and that date falls on a weekend or holiday, your transfer will occur the next Business Day. If the date you choose is the 29th, 30th or 31st day of the month, and a particular month does not have that date, your transfer will occur on the last Business Day of that month. In all other respects, the rules for internal recurring transfers, including when the funds are deducted in the "Transfer From" Account and when they are available in the "Transfer To" Account, are the same as apply to internal one-time transfers. Those are set forth in the subsection of this Agreement immediately above.

If you have instructed us to make a Preauthorized Recurring Transfer out of your Account, you can cancel the instruction within the "Online Activity" tab of Online Banking no later than 9:00 p.m. Central Time on the Business Day before the transfer is scheduled to be sent. More information about your rights to stop payment is included in the section of this Agreement, titled "Transferring Funds," "Stopping Payment on One-Time or Preauthorized Recurring Transfers" (two subsections below this section).

**c. External Account Transfers (Between your UMB Accounts and Accounts at Other Financial Institutions).**

By using the External Account Transfer function of Online Banking, you can make one-time or preauthorized recurring external transfers from your deposit or HELOC loan account at UMB to certain checking and savings accounts held at other financial institutions in the United States ("**Recipient Accounts**"). The Available Balance in your Internal UMB Account must be sufficient to cover the transfer at the time your external transfer is processed. The cutoff time for initiating external transfers is 9 p.m. Central time on a Business Day. If you initiate your transfer on a Business Day by that cutoff time, your transfer should be received in the Recipient Account by the next Business Day, but we cannot guaranty that it will be, or that it will be credited to your Recipient Account and available on that day, since that is not under our control. If you initiate your transfer on a non-Business Day, even if prior to 9 p.m., your transfer will be deemed to have occurred on the next Business Day and should be received in the Recipient Account by the following Business Day after the day the transfer was deemed initiated.

Before you make an external funds transfer, you must "add" the external Recipient Account to which you want to transfer funds to your list of available Online Banking accounts, by inputting the financial institution's routing number and the account number and type (checking or savings) for the Recipient Account. We will then verify the Recipient Account by making two randomly generated "micro deposits" to the Recipient Account. You must confirm and communicate that the deposits have been received in the Recipient Account and the amounts of the deposits before you can make a transfer to that account. Confirmation must occur within five (5) Business Days from the date the micro deposits are generated; you do this by clicking the "Manage External Accounts" tab on Online Banking and entering the amounts of the micro deposits. If the micro deposits do not appear in the Recipient Account within five (5) Business Days after you attempt to add the account on Online Banking, please contact the recipient financial institution to verify that you are using the correct routing and account numbers. We may introduce other methods of verifying External Accounts before we allow transfers to be made to them through Online Banking.

Funds transferred into your UMB Deposit Account from an External Bank Account will not be included in your Available Balance for up to five (5) Business Days.

**d. Stopping payment on one-time or recurring preauthorized transfers.**



You may cancel a one-time future transfer or recurring preauthorized transfers by notice to us. The best way to cancel the transfer is by using Online Banking. Go to the "Online Activity" tab and look for either the "Future Transfers" screen (for one-time future transfers) or the "Recurring Transfers" screen in the "Online Activity" tab. For one-time future transfers, cancel the particular transfer, or for recurring transfers, specify whether you want to cancel only the next payment due, or all future recurring payments for that transfer. You must enter your instruction in Online Banking before 9:00 p.m. Central Time on a Business Day in order for the instruction to be effective on the following Business Day. Otherwise, the instruction will be deemed to have been received the next Business Day and will be effective on the next following Business Day. If you notify us to cancel a transfer through the Secure Message Center (we do not recommend that you use the Secure Message Center for that purpose), the cancellation may not be effective until three (3) Business Days after we received your notice.

**e. Right to Receive Notice of Transfers in Varying Amounts When Debits Are Made by Third Parties.**

If you have provided preauthorization to another party to debit funds from your Account on a recurring basis, and the transfers vary in amount, the party you are going to pay should tell you, at least 10 days before each transfer, when the transfer will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**f. Exclusions and Limitations on Our Liability for Errors in Making Transfers.**

We will use reasonable care to complete all of your transfers properly. If you follow the instructions in the paragraph immediately above regarding how to stop a transfer before the transfer is processed, and we do not do so, we will be liable for your direct losses or damages caused by our failure, except as otherwise limited in this Agreement. However, we will incur no liability if we are unable to complete any transfers if:

- The Transfer-From Account has insufficient funds;
- The transfer service is not working properly, and you know or have been advised by us about the malfunction before you attempted to execute the transaction;
- The transaction is refused;
- You have provided us with incorrect information, including but not limited to incorrect information about the “Transfer-To” Account;
- Circumstances beyond our control, including but not limited to, fire, flood, network or system outages, issues with other financial institutions(s) involved in the transfer, or interference from an outside force, prevent us from properly executing your transfer.

We are not liable for damages other than direct damages you may incur if we do not make a transfer in accordance with this Agreement, such as incidental or consequential damages.

Our liability is further limited in the section of this Agreement titled “General Contractual Conditions,” in the subsections titled “Warranties” and “Limitations of Liability.” In addition, if the transfer instruction involves a Small Business Account, our liability is further limited by the section of this Agreement below titled “Special Terms that Apply to Business Accounts Accessed Through Online Banking.”

#### **4. Bill Pay.**

You may initiate Payment Instructions through our Bill Pay Service, directing us to make one-time or recurring payments from your designated checking, HSA or and savings Account(s) to Payees. Payees must meet our qualifications, as described more fully below. You cannot make a Bill Payment directly from IRAs, Time Deposit Accounts (CDs), overdraft lines of credit, a consumer loan account or your home equity line of credit account.

In addition to this Agreement, your use of the Bill Pay service is governed by the instructions you receive through the Service.

You may make payments through the Service to any business, merchant or professional that generates a bill or invoice for products or services and that has an address we can verify (a "**Business Payee**"). You may also make payments through the Service to individuals, family, or friends for non-business purposes ("**Personal Payees**").

Payments may be made only to Payees with a U.S. mailing address. You may not use the Service to make a payment for alimony, child-support, taxes, or other governmental fees, court-directed payments or payments to settle securities purchases. You are solely responsible for any claims or damages resulting from your scheduling of these types of payments through Online Banking or from any payments to prohibited Payees, whether or not we make the payment, and even if the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We are not required to notify you regarding a prohibited Payee or any payment prohibited under this Agreement.

**a. Your Personal Payee List.** You must provide sufficient information about each Payee ("**Payee Information**") as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account ("**Payee Account**") to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payee account number. Changes to your Payee Information are generally reflected in the Service within one (1) Business Day after you make them. From time to time we may limit the number of Payees you may designate to receive payments through the Service. You authorize us to follow your Payment Instructions and to rely on the accuracy of all information you provide. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information that you provide. We reserve the right to select the method by which to remit funds on your behalf to the Payee.

**b. Payment Limits.** Individual payments may be made in any amount **not less than \$1.00** and **may not exceed \$100,000.00 in total on any Business Day**. Payments may not be in an amount that exceeds the Available Balance in your Account plus the amount of your Available Credit for the overdraft line of credit attached to the Account at the time the payment is

initiated. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same day and for the same amount.

**c. Delivery of Your Payments.** You may schedule payments on the day that you enter the payment information (a “**Same Day Payment**”), for a future date (a “**Future Payment**”), or to be automatically initiated in a fixed amount weekly, biweekly, twice a month, monthly, every four weeks, bimonthly, quarterly, semi-annually or annually (known as “**Recurring Payments**”), subject to the restrictions in this Agreement. Although you can generally enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on our Business Days. The date on which a payment is to be "**initiated**" is the date on which funds are to be deducted from your Account; in this Agreement, it is also called the "**Process Date.**" Please refer to the [Online Banking Help section of UMB.com](https://www.umb.com/online-banking-help) for more information regarding the scheduling of payments.

After funds are withdrawn from your Account on the Process Date, we may remit your payments by Electronic Funds Transfer, by mailing the Payee a check drawn on an account we maintain for that purpose, or by other means. Because of the time it takes to transmit the payment to your Payees, they generally will not receive payment on the Process Date. This is the case regardless of whether the payment is a Same Day Payment, a Future Payment, or a Recurring Payment. Therefore, in order to provide sufficient time for payment to be received by your Payees, the Process Date for each payment should be at least five (5) Business Days before the Due Date. The “**Due Date**” is the date on which the payment must be received by the Payee to be considered “on time” under your agreement with the Payee, not including any grace period that the Payee may provide before the Payee imposes a late fee or similar penalty. The first time you send a payment to a Payee using the Service, it would be helpful if you allow additional time. That would allow the Payee to adjust to the new form of payment.

**d. Order of Payments.** If more than one bill payment is scheduled for the same Business Day, we will, in our sole discretion, determine the order in which those payments are processed. You cannot control the order in which these payments are processed. Accordingly, if your Account does not contain sufficient available funds to complete all of your payments, any one or more of the payments may not be completed.

**e. Same Day Payments.** Same Day Payments must be entered into the Service by 1

p.m. (Central Time) on a Business Day in order for the payment to be initiated on that day.

**f. Future Payments.** You may schedule a payment to be initiated on any future Business Day (a "**Future Payment**").

**g. Recurring Payments.** You may schedule payments to be automatically initiated in a fixed amount weekly, bi-weekly, twice a month, monthly, every four weeks, bi-monthly, quarterly, semi-annually, or annually (a "**Recurring Payment**"). The date on which a recurring payment is scheduled to be initiated is referred to as the "**Recurring Payment Date.**" If a Recurring Payment Date is a day that does not exist in a certain month, the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on the 28th of February (or the 29<sup>th</sup>, in a Leap Year), or the last Business Day of February, if the Recurring Payment Date falls on a day which is not a Business Day. If the Recurring Payment Date falls on a day other than a Business Day in any month, your payment will be initiated (i.e., the payment will be deducted from your Account) on the preceding Business Day. Thus, your actual Process Date for any month may not be the Recurring Payment Date. For example, if you schedule a Recurring Payment to be initiated on the fifth (5<sup>th</sup>) of each month, and August 5<sup>th</sup> is a Saturday, your payment for August would be initiated (deducted from your Account) on August 4<sup>th</sup>.

It also is important to note that differences in the days of the week can reduce the number of Business Days between your scheduled Recurring Payment Date in any particular month. In order to ensure that your Recurring Payments are always initiated at least five (5) Business Days before your payment Due Date, we recommend that you schedule the Recurring Payment Date to be at least ten (10) calendar days before the Due Date.

**h. How to Cancel or Change Payments.** The best way to cancel or change a previously scheduled payment is to do so in the Bill Payment Service itself. To cancel a "Same Day Payment," "Future Payment" or a "Recurring Payment" that is scheduled to be processed that day, you must enter the information in the Service by 1 p.m. Central Time on the Business Day the payment is to be initiated. A "Same Day Payment" may not be cancelled after 1:00 p.m. on the Business Day the payment is to be initiated. For Future Payments or Recurring Payments, if you enter the information after 1:00 p.m. Central Time on a Business Day, the instruction will be effective the following Business Day. Review the Payments screen, or the Recurring

Payments tab in the Bill Pay section of Online Banking and select “Cancel.” In order to change the date or amount of a Recurring Payment, you must first cancel the Recurring Payment, and then schedule a new Recurring Payment to reflect the change. Any Recurring Payments already scheduled and displayed in Pending Payments will be processed and sent to the Payees unless you cancel each Pending Payment.

If you need further help to stop a Recurring Payment, you may call Online Banking Customer Support at the number shown at the end of this Agreement.

If you tell us to stop a payment made through Online Banking by using a method other than by entering the change in the Bill Payment Service (such as by sending us a message using the Secure Message Center – we do not recommend that you use the Secure Message Center for that purpose), you must notify us in time for us to receive your request three (3) Business Days or more before the Process Date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop a Recurring Payment three (3) Business Days before the Recurring Payment Date, and we do not do so, we will be liable only for your direct losses or damages.

**We do not automatically cancel scheduled payments, including Recurring Payments, if you cancel the Bill Payment Service. You must specifically cancel all scheduled payments at the time you terminate the Bill Payment Service if that is what you intend.** If you close the Account from which Bill Payments are made, you must arrange for payments to be made in another manner. We will not notify your Payees that you have cancelled the Bill Payment Service.

**i. Limited Late Fee Reimbursement.** We will reimburse Consumer customers who use the Bill Payment Service up to \$50 per payment, for any Payee-imposed late fee or portion of finance charges associated with the late payment amount that the Payee will not waive or reverse as a courtesy to you or to us or any third party and that was incurred by you due to a payment posting late. To be eligible for this reimbursement, you must have scheduled the payment resulting in such a fee in accordance with the times recommended in this Agreement and the instructions relating to the Service, and none of the circumstances excusing our timely performance set forth in the section of this Agreement below titled “**Bill Payments**,” “**Exclusions and Limitations on Our Liability in Processing Payments**” may be applicable.

Reimbursement do not apply to payments for alimony, child-support, taxes, or other governmental fees, court-directed payments or payments to settle securities purchases through the Service, payments to interest bearing accounts, or payments scheduled during any applicable grace period. (That is, if the Due Date for a payment is the first day of the month and your Payee provides a 15-day grace period before a late payment penalty applies, the payment must be initiated no later than 5 Business Days before the first of the month for reimbursement to apply). If we or any service provider we use erroneously caused a Consumer to incur the late fees or finance charges, then reimbursement up to \$50 will be returned to you.

If the late fees or finance charges are caused by your error, we will not be responsible for any reimbursement.

**j. Failed Payments.** If we are not able to make a payment as you directed, the transaction that you entered will be shown on the Payment History screen as a Failed Payment, and you will receive a notice of the failed payment when you sign into the Bill Payment Service. For example, if there are not sufficient funds in your Account on the Process Date or if other payments we have been asked to make on your behalf (such as checks you write or debit card transactions you make) would reduce the Available Balance below the amount required to make the payment, we may not make the payment. When a payment fails because of insufficient funds, we will attempt to make the payment on the following Business Day. If there are not sufficient funds in the Account on that date, your payment will not be attempted again. You will need to reschedule the payment or make other payment arrangements.

**k. Payments That Are Not Completed.** If we remit your payment to a Payee by mailing your Payee a check drawn on an account we maintain for that purpose and the check has not been presented to us for payment within 90 days after the Process Date, we will place a stop payment order on the check and mail you a refund check or deposit the amount of the payment into your account.

**l. Authorization to Charge Your Account.** In your Payment Instructions for each bill you wish to pay, you must designate a Pay-From Account from which the funds will be debited to make the payment. You authorize us to charge the designated Account according to your Payment Instructions.

You agree that you will have funds available for each payment you make from each Pay-From Account according to your Payment Instructions. Please review the Deposit Account Agreement regarding when funds are made available to your deposit accounts. Deposited or transferred funds are not always made available on the day you make the deposit or transfer. If you do not have sufficient funds in the designated Pay-From Account to cover a transaction, we decide, without notice to you and in our sole discretion, whether or not to complete the transaction, and we may make additional attempts to debit your Pay-From Account for the amount. If we make a payment on your behalf, and there are insufficient funds in your Pay-From Account to cover the payment, you agree that we may debit the payment through setoff from another Account you hold at the Bank, as permitted by law and as set forth in other agreements applicable to your Account(s). We also will debit associated service fees and charges, such as fees for insufficient funds ("**NSF**" or "**non-sufficient funds**") or overdraft items in accordance with our agreements and standard procedures. You are responsible and agree to reimburse us for all service fees and charges assessed against your Account(s) in connection with NSF activity, and you remain liable to us for all funds we have advanced plus applicable service fees and charges until we are paid in full. Availability of funds in any of your other Accounts will not prevent us from rejecting a payment and/or you from incurring NSF or overdraft fees if you do not have sufficient funds in the Pay-From Account to cover a payment instruction. In addition, if your history of NSF activity is excessive we may, in our discretion, prohibit you from using Bill Pay.

We shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in the Pay-From Account to process your payment instruction or because of incomplete or inaccurate information. You are responsible for either rescheduling the payment through Bill Pay or making alternate arrangements for the payment.

**m. Exclusions and Limitations on Our Liability for Errors in Processing Payments.** We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. If you follow the instructions in the paragraph above titled "Bill Payments," "How to Cancel or Change Payments" regarding how to stop a payment before the payment is initiated, and we do not do so, we will be liable for your direct losses or damages caused by our failure, except as otherwise limited in this Agreement.



However, we will not be liable in any way for damages you incur (i) if you do not have sufficient funds in the Pay-From Account to make the payment on the Process Date, (ii) for delays in mail delivery, (iii) for changes to the Payee's address, account number or bank routing number unless you have advised us of the change sufficiently in advance, (iv) for the failure of any Payee to correctly account for or credit the payment in a timely manner, (v) if you have not provided correct payment information, (vi) if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or (vii) for any other circumstances beyond our control.

We are not liable for damages other than direct damages you may incur if we do not make a payment in accordance with this Agreement, such as incidental or consequential damages.

Our liability is further limited in the section of this Agreement titled "General Contractual Conditions," in the subsections titled "Warranties" and "Limitations of Liability," In addition, if the payment instruction involves a Small Business Account, our liability is further limited by the section of this Agreement below titled "Special Terms that Apply to Business Accounts Accessed Through Online Banking."

## **5. Secure Message Center.**

You may communicate with us, and we may communicate with you electronically via Secure Mail through our "Secure Message Center" tab in Online Banking. Those messages are encrypted using standard encryption technology used in the financial services industry to protect your messages from being seen by others outside our organization.

If you send us a Secure Mail message, we will be deemed to have received it on or by the following Business Day. You agree that we will have a reasonable time to act on your email.

**Therefore, we do not recommend that you use Secure Mail if you need to communicate with us immediately, for example, to report an unauthorized transaction from one of your Accounts.**

In order to reduce possible errors, we will not honor a request that you make through the Secure Message Center to modify the amount or destination of a transfer or payment that you make through the Service, to set up or change a Payee, or to accept other Payment Instructions or to most other actions that have established menu functions within the Transfer or Bill Payment portions of Online Banking. You must use the applicable Service menu for those functions.

(You may use the Secure Message Center to tell us to cancel a future dated or pre-authorized recurring transfer or bill payment, but we do not recommend that you use the Secure Message Center in that manner. If you do, you must accurately identify the account from which the payment or transfer is to be made, the expected date of the payment or transfer, and if it is a recurring payment or transfer, whether all such future payments are to be cancelled or just the next scheduled recurring payment. If you don't tell us differently, we will assume that it is just the next scheduled recurring payment or transfer was intended to be cancelled. And your instruction must be received by us in the Secure Message Center at least three (3) Business Days before the recurring payment or transfer is scheduled to be processed.)

If you order us to stop payment on a check that you have written by sending us a message in the Secure Message Center, that message must be received by us before the check has been presented to us for payment, either in a branch or through the check collection system. Your message must specify the account number, check number, the date of the check, and the payee. We will have until the end of the Business Day after we received your stop payment instruction in the Secure Message Center to place the stop payment on our system. See our Deposit Account Agreement for other terms that apply to stop payment orders.

Secure Mail messages sent to the Bank are the property of the Bank, and we reserve the right to delete such messages from the system from time to time. You agree that we may send you Secure Mail messages through the Secure Message Center about products or services we offer.

We provide certain pre-selected topics for you to use when communicating with us about your Account, and we encourage you to use these topics, because they will help guide your message to the right customer service group at UMB. If we are unable to respond to your message

without obtaining more information from you, we will either send you a response through the Secure Message Center, or we may call you at a telephone number that we have on file for you. You consent to our contacting you at any number that you provide to us in order to service your Account, including through the use of autodialers or other automated equipment.

If the subject matter of your message involves something that requires a response to be “in writing” under governmental regulations, you consent to our delivering the information to you electronically in the in the Secure Message Center. When we choose to send you information this way and not by sending the information through the US mail, we will send you an email message to the external email address that you have provided to us, telling you that you have an important message from us regarding your Account in the Secure Message Center. If we deliver a message to you in that manner, you will be deemed to have received our message in the Secure Message Center when we send you the email to your external email address you have provided, directing you to sign into Online Banking and see the detailed information in the Secure Message Center.

## **6. Alerts.**

Online Banking provides you with a number of different kinds of alerts. There are alerts to warn you about the status of your Accounts, to notify you when particular transactions occur, and provide security alerts that help you to protect your Accounts.

Any alerts that you had previously signed up for in our earlier version of Online Banking will continue to be effective in our new Online Banking platform.

You can choose to receive alerts in any of these ways:

- Text message
- Email
- Telephone call
- In the Secure Message Center.

Secure Message and email alerts are sent immediately when they are generated by our Online Banking System. You specify the time for us to send you alerts in a telephone call or text message.

When you enter an alert in our Online Banking system, you consent to our sending you the alert in the manner that you have selected. UMB Bank does not charge you a fee for delivery of alerts; however, if the delivery method you select is via text message, your wireless Service Provider's standard message and data rates may apply.

You acknowledge and agree that we must be given a reasonable period of time (up to two Business Days) to process your request to change any of your designated delivery methods or to stop alerts from being sent.

**a. Security Alerts.**

Online Security Alerts help you monitor and protect your Accounts from unauthorized access. Typical security alerts include notifying the customer via the requested method when a password has been changed, a computer browser is successfully registered for Online Banking, a User login is disabled or a User login is locked out, a new User is created, or security alert preferences are changed. Some of these Security Alerts may not be disabled by the User. Please review the full menu of available Security Alerts.

In some circumstances, when we perceive that unusual behavior may be occurring in one or more of your Accounts and time is of the essence, we attempt to contact you immediately to verify the activity or transactions in question, using any communication channel that is available to us.

**b. Account Alerts.**

Account Alerts notify you when transaction activities occur on your Accounts. **Transaction Alerts** notify you that you have received a wire transfer or ACH payment, a payroll deposit, an external funds transfer, made a bill payment, changed the address for an Account, reordered

checks, etc. **Balance Alerts** let you know when your Available Balance is greater or less than an amount you specify. **History Alerts** let you know when a certain check number is paid, check transaction greater or less than a specific account occurs, or other tracking criteria are met. To receive Account Alerts, you must complete our online Account Alerts enrollment process. During enrollment, you will be prompted to select the Accounts and types of transactions for which you will receive the Account Alerts. You may make additions, deletions, and modifications to your Account Alerts selections at any time.

Your selected Account Alerts will be delivered to your Secure Message Center as well as via your other designated delivery methods. To modify or discontinue your Account Alerts, log in to Online Banking and change your selections in the "Account Alerts" tab.

### **c. Other General Information About Online Banking Alerts.**

Security Alerts and Account Alerts are available only for deposit accounts you may access through Online Banking. We will not include your full account number in an Alert; however, Alerts may contain your name and certain other information about your Accounts, such as information pertaining to your account balances, debits or credits to your account, or insufficient funds, depending upon the type of Alert. Anyone with access to your email may be able to access the contents of the Alerts. It is your responsibility to secure and protect your computer or Mobile Device, your Security Credentials, and your email from unauthorized access, and to provide us with timely and accurate information about your designated delivery method(s) in order to protect the confidentiality of your information.

Account balances provided in Alerts will not reflect pending transactions, and deposits mentioned in an Alert may not be available for immediate withdrawal. If you require additional details about a transaction contained in an Alert, you may log in to Online Banking and view transaction information or send us a secure email through your Secure Message Center. You may also contact us at Online Banking Customer Support. We may change, suspend or terminate the Alerts service at any time without prior notice.

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND, MISDIRECTION, ERROR IN CONTENT, OR DELAY IN SENDING ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT OR FOR ANY ACTIONS YOU TAKE IN RESPONSE TO AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH OUR PROVIDING, FAILING TO PROVIDE, OR ERRORS IN PROVIDING ALERT SERVICES. ANY ALERT WE SEND TO YOUR CELL PHONE NUMBER MAY BE SUBJECT TO THIRD-PARTY MESSAGE AND DATA FEES.

## **7. Mobile Banking.**

### **a. Supported devices.**

You can access our Mobile Banking Service by using a variety of supported electronic Mobile Devices. More information is provided in the HELP section of UMB.com. You can get technical advice on Mobile Apps, the Web browsers that we support, and how to use Mobile Banking by calling us at the number for Online Banking Customer Support shown at the end of this Agreement.

To participate in the Text Messaging/ SMS ("**short message service**") feature, your device must have Text Message / SMS capability, and you must have a Text Message / SMS plan with your mobile carrier. To use Mobile Banking over the Internet using your mobile Web browser, your Mobile Device must have current Web browser software, and you need a data plan that includes internet service from your mobile carrier.

Our Mobile Banking Service is also accessible using Mobile Applications ("**Mobile Apps**") for selected mobile devices using Android™ or Apple® operating systems. Our Mobile App, if available for your Mobile Device and operating system version, will be made available through your

device-specific App Store. Mobile Banking using a Mobile App also requires you have a data plan with your mobile carrier, and your mobile device must support Mobile applications.

We are not responsible if you attempt to access the Service using an unsupported mobile device.

#### **b. Protecting Your Mobile Device.**

Although your User ID can be saved within the Mobile Device, your Password is not and should not be saved to your device. For your security, we strongly recommend that you never save passwords on your mobile device. Your Online Banking Password is protected by industry-standard encryption when entered on the mobile device.

You must notify us immediately if you change any telephone number that you have enrolled to receive the Service, or you may enroll your new telephone number and delete your old telephone number using Manage Mobile within our Online Banking Service. You must take this step to ensure that any Text Message / SMS Messages for which you have enrolled continue to be sent to the Mobile Device that you intend. The Alerts feature of the Service will continue sending Text Message / SMS Alerts to the telephone number enrolled for the Service even if the associated User ID or Password is changed, your access to Accounts through the Service is blocked, or when other security aspects of the Service get modified. In addition, if you have installed the Mobile App on a device, any alerts set-up to push to the Mobile App will continue to be pushed to the device while the Mobile App is installed. To discontinue receiving all or specific Alerts, you must modify your Alert settings within the Mobile Apps, from the mobile enabled website, or within Online Banking using Manage Mobile

You agree to indemnify, defend, and hold us, our affiliates and service providers harmless for failed, delayed or misdirected delivery of information because of any error you make in enrolling your Mobile Device in our Online Banking Service or because you fail update us on any change to your authorized Mobile Device.

#### **c. Alerts.**

You can sign up to receive banking-related text message Alerts to your Mobile Device. For general information about Alerts, see the topic of “Alerts” under “Services Available Through Online Banking” above.

We use the “SMS” or short message service format to send you Text Message Alerts. Alerts can also be to an email address you provide in the Service, or to your Mobile App (i.e. iPhone® App). The HELP section of UMB.com explains how Alerts are delivered to each of those different types of devices.

Text Message / SMS Alerts are received by your Mobile Device in the same manner as other text messages and may be read by any person who uses your Mobile Device. We are not responsible for protecting the confidentiality of your Alerts under those circumstances. We recommend that you delete Text Message / SMS Alerts after you have read them.

#### **d. Text Banking.**

You may send us certain commands that make it easy to manage your banking relationship with us through your Mobile Device. Commands should always be sent to our 226563 short code. You will be required to enable Text Banking if this is a feature you wish to use this feature. Sign into Online Banking, and under **Services** select “Text Banking.” Enable the service and agree to the user terms of the service. You will then be provided the text banking commands that can be sent to the shortcode that UMB provides.

#### **e. Web Mobile Banking Functions.**

You can access our Online Banking Service using the browser on your Mobile Device to view your Account balances or Account transaction history, to make certain Account-to-Account transfers, and pay bills in the same manner that you can when you access the Service through a personal computer. Please refer to other sections of this Agreement regarding the Accounts that are available to you using Online Banking, the limitation on the dollar amounts of transfers



and bill payments you may make, and how to contact us if you believe a transaction reflected on your account statement was unauthorized or incorrect.

**f. Mobile Application Functions.**

UMB supports Mobile Apps for select devices. The App will offer the same functionality that is available through Web Mobile Banking, but with an enhanced user experience customized to the mobile device supporting the App.

**g. Remote Deposit.**

You can deposit checks to your UMB Accounts using your Mobile or tablet Apps. Limits on the dollar amount a number of checks you can deposit through Remote Deposit apply. For more details, please reference our Remote Deposit Terms and Conditions, which you are required to accept when you sign up for our Remote Deposit services.

**h. Your Agreement with Your Mobile Service Provider.**

You remain subject to the terms and conditions set forth by your mobile service provider (i.e. AT&T, Verizon, Sprint, T-Mobile etc.) or other unaffiliated party. Our agreement with you for Online Banking does not change your obligation to comply with those separate terms and conditions. You are responsible for any fees imposed by your mobile communications carrier. Those charges may include data usages fees, text messaging (SMS) fees, etc. You must directly resolve any issues that arise regarding your mobile service with your mobile carrier; we do not provide that kind of support.

**i. Software and Licenses.**

You are entitled to a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to use the system we make available to you strictly in accordance with this Agreement for the purpose of conducting consumer or Small Business mobile banking transactions as described in this Agreement. You may use this license within the United States and its territories through any of our available mobile banking service channels, such as Text

Messaging, Mobile Web or Mobile App. If your Mobile Device supports one of our delivered Mobile Apps, you will be required to download our Mobile App from the App Store each time that you replace your Mobile Device. We do not charge for downloading our Mobile App. If you change your mobile number and your old number is enrolled for Text Message / SMS Mobile Banking or Text Message / SMS alerts, you are required to update your mobile number using **My Profile** within the Settings menu in Online Banking at the number for Online Banking Customer Support found at the end of this Agreement.

#### **j. Your Obligations Related to Mobile Banking.**

**Usage** – Our Mobile Banking Service will not work unless used properly. You are responsible for learning how to use our Mobile Banking Service as explained in the HELP section of UMB.com. Additionally, you are responsible for making sure that you know how to use your mobile device and our Mobile Banking software.

**Location Data** – You understand that when you use any location-based feature of our Mobile Banking Service, your geographic location and other device specific information is accessible by our Mobile Banking service. If you do not wish for our Mobile Banking service to access that information, you must not use such geography-based features. The Service will allow you to specify a location and search for ATMs and Banking Centers that are in the closest proximity to the location entered, without the Service accessing the location of your Mobile Device.

**User Behavior** – You agree that you will not use our Mobile Banking service in any way that will (a) infringe any third-party copyright, patent, trademark, trade secret or any other proprietary rights, including any rights in the Mobile App Software downloaded from your device's App Store, should you decide to use the Mobile App Software downloaded from your device's App Store, should you decide to use the Mobile App mobile delivery channel, (b) be fraudulent or involve the sale counterfeit or stolen items, including, but not limited to, use of mobile banking to impersonate another person or entity (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) falsely represent yourself, be deceptive or inaccurate (e) create liability for us or our affiliates or service providers, or cause us to lose

any part of the Service or services provided by our service provider; (f) be offensive, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to our Mobile Banking service (i) interfere with or disrupt Mobile Banking services of another user; or (j) use our Mobile Banking Service to gain unauthorized access to other computer systems.

**User Security** – You agree not to make your User ID and Password that you use to access your account available to unauthorized individuals. You are solely responsible for financial transactions authorized through your Mobile Device, including but not limited to bill payments and transfers. If you permit other individuals to use your User ID and Password to access the Service, you are liable for any transactions that they authorize against your Accounts. You agree to exercise caution when using the Service on your Mobile Device and to use good judgment when obtaining or transmitting information. We recommend that you lock your mobile device when a lock feature is available. We recommend that you delete Text Messages / SMS received through our Mobile Banking Service once you have read them. You agree to notify us immediately if your enrolled mobile device is lost or stolen or if you change your telephone number, and you are enrolled in Text Message / SMS Mobile Banking or Mobile Alerts Services. You may also enroll your new telephone number and delete your old telephone number using **My Profile** within the Settings menu in Online Banking within our Online Banking Service.

If you believe that your use of the Service has been compromised in any way, you must immediately contact Online Banking Customer Support at the number provided at the end of this Agreement.

**Proprietary Rights** – You are entitled to use content delivered to your Mobile Device by us for Mobile Banking Services only. You may not copy, reproduce, create or distribute plagiaristic works from our content. You agree that you will make no attempt to reverse engineer our Mobile Banking Service technology, Software or Local App residing on a mobile device.

**Indemnification** – You agree to indemnify, defend, and hold us, our affiliates and service providers harmless from any and all third party claims, expenses, costs, liability and damages (including, but not limited to, reasonable attorney fees) arising from your use by any other

person whom you have authorized to access your account information through our Mobile Banking Service our Mobile Banking Service (including, but not limited to, the Software and App), your violation of this Agreement or your infringement of any of our Intellectual Property Rights. We will not be liable to you for special, indirect or consequential damages.

#### **k. Additional Mobile Banking Terms.**

**Service Availability** – The availability, response time and proper functioning of our Mobile Banking Service depends on many factors including, but not limited to, your geographic location relative to your mobile carrier’s geographic coverage, wireless network availability, signal strength and the hardware and software of the mobile device itself. Neither we nor our service providers warrant that the Service will operate without interruption, be free from error or will meet your expectations. You agree that neither we our service providers will be held liable for any loss or damage caused by our Mobile Banking Service not being available, or its failure to function properly, or for any actions taken in reliance thereon including, but not limited to, service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

**Service Limitations** – We will not be held responsible for the operation, security, functionality or availability of any wireless device or mobile network you utilize when accessing our Mobile Banking service.

**No Service Warranty** – Our Mobile Banking Service is offered “AS IS” without warranty of any kind, express or implied.

### **8. Money Manager.**

#### **a. General.**

If you enable this optional service and we agree to activate it, UMB’s Money Manager allows you to consolidate, organize, and analyze financial information, including information about accounts you may hold with certain third-party providers.

**b. Account Creation and Responsibility.**

Before accessing or using the Money Manager Services, you must have established access to Online Banking, including by establishing your Security Credentials. You are solely responsible for all use of the Money Manager Services and will notify UMB immediately if your Security Credentials are lost, stolen or otherwise compromised.

**c. Your Content.**

You are solely responsible for the nature of all data, information, or other content (including your Security Credentials and any other account passwords, usernames, or other Nonpublic Personal Information) that you provide, upload, transfer to, or generate through your use of the Money Manager Services ("**Your Content**"). You represent and warrant to us that Your Content: (a) does not violate this Agreement or any applicable laws, and will not cause UMB to violate this Agreement or any applicable laws; (b) is not libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) does not constitute an infringement or misappropriation of the Intellectual Property Rights or other rights of any third party; (d) is not an advertisement or solicitation of funds, goods, or services; (e) is not false, misleading, or inaccurate; and (f) could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement. You represent and warrant that you will keep Your Content confidential and secure as long as you use the Money Manager Services or Online Banking. UMB is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content. You represent and warrant to us that you have all right, title, interest, and consent necessary to allow UMB to use Your Content for the purposes for which you provide it to UMB.

**d. How UMB Uses Your Content.**

You expressly consent to the use, disclosure, and retention of Your Content, including your Nonpublic Personal Information, as described in this Agreement and the applicable UMB Privacy Notice. By providing Your Content or using the Money Manager Services, you grant UMB and its providers a right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display Your Content in any form, media, software, or technology of any kind as necessary to provide the Money Manager Services to you and fulfill UMB's other obligations described in this Agreement. **You further authorize UMB and its providers to (a) anonymize Your Content and to aggregate Your Content with similar data in a manner that does not identify you or include any Nonpublic Personal Information, to further develop and provide services for our and their customers and (b) collect, extract, compile, synthesize, and analyze information resulting from your access to and use of the Money Manager Services, to the extent such information does not constitute Nonpublic Personal Information.** To the extent any such data or information is collected, aggregated or generated by UMB or its providers, the data and information will be solely owned by UMB or its provider and may be used for any lawful business purpose without a duty of accounting to you, provided that the data and information does not directly identify you or any other entity as the source thereof.

**e. Access To the Money Manager Services.**

UMB will permit you to access and use the Money Manager Services solely for lawful purposes and only in accordance with this Agreement and any other agreements or documentation provided by UMB relating to your use of Online Banking. UMB reserves the right to provide Money Manager Services to certain Online Banking customers at its sole discretion. Not all features of the Money Manager Services may be available. Please see the Online Banking Help section of UMB.com for more details.

**f. Access To Content.**

Unless otherwise noted within the Money Manager Services, and other than Your Content, all data, information, and other content available through the Money Manager Services ("**Our Content**") is owned by UMB, or UMB's content providers. Our Content is for informational

purposes only and may not reflect your most recent transactions. Neither UMB nor UMB's content providers have verified the accuracy of, nor will either be responsible for any errors or omissions in, any of Our Content. Instead, you are solely responsible for verifying the accuracy, completeness, and applicability of all of Our Content and for your use of all of Our Content and the results of any calculation tools, and you should do so before relying on any of Our Content for transactional or other purposes. **You should use the results of any Money Manager Services only in conjunction with the services of a licensed and trusted financial services advisor.** Subject to your compliance with this Agreement, you may access Our Content solely for your own personal and internal business purposes in connection with your own use of the Money Manager Services. You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any of Our Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Our Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any of Our Content. Except as set forth in this Agreement, you are granted no licenses or rights in or to any of Our Content, or any Intellectual Property Rights therein or related thereto.

**g. Access to Third-Party Sites.**

The Money Manager Services may allow you to access your accounts on certain Third-Party Sites. This feature may not be available at certain times. Using the Money Manager Services, you may be able to pull content from or otherwise integrate your validated Third-Party Site accounts with Your Content. In addition to the terms of this Agreement, your access to and use of any Third-Party Sites is also subject to any applicable Third-Party Service Agreement. The terms of any such Third-Party Service Agreement will apply to the applicable Third-Party Site accessed under that Third-Party Service Agreement but will not otherwise apply to our providing the Money Manager Services to you. Neither UMB nor its providers are responsible for or bound by the terms of any Third-Party Service Agreement.

**h. Use of Third-Party Sites.**

Any connectivity to Third-Party Sites that UMB may provide is for your convenience only, and UMB and its Service Providers do not sponsor or endorse such Third-Party Sites. Your access

to and use of any Third-Party Sites is solely at your own risk. UMB is not responsible for any transactions or inquiries you may initiate on any Third-Party Site or for any content provided on or by any Third-Party Site. UMB is not responsible for the timeliness, accuracy, or deletion of such Third-Party Site content, and not all types of Third-Party Site content may be integrated with the Money Manager Services. If you have a dispute or question about any transaction on an account on a Third-Party Site or any content from a Third-Party Site, you agree to direct such dispute or question to the provider of the Third-Party Site. YOU AGREE THAT UMB SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) YOUR INABILITY TO ACCESS THE MONEY MANAGER SERVICES AT ANY TIME, OR OUR FAILURE TO PROVIDE THE MONEY MANAGER SERVICES TO YOU; (2) OUR ACCESS TO SUCH THIRD-PARTY SITES OR ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE THIRD-PARTY SITES; AND (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF THIRD-PARTY SITES OR ACCOUNTS ACCESSED FROM THIRD-PARTY SITES.

**i. Limited Power of Attorney.**

You grant UMB and its providers a limited power of attorney, as provided below, to access and retrieve information from Third-Party Sites on your behalf for the purposes set forth in this Agreement. Third-Party Sites shall be entitled to rely on the authorizations, agency, and the limited power of attorney granted by you under this Agreement. For all purposes hereof, you hereby grant UMB and its providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access Third-Party Sites to retrieve and use information as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Money Manager Services are not sponsored or endorsed by any Third-Party Site. You further acknowledge and agree that when UMB or its providers access and retrieve information from Third-Party Sites, they are acting as your agent, and not as the agent or on behalf of such Third-Party Sites, and that they may rely on the foregoing authorization, agency, and limited power of



attorney granted by you.

**j. Technology.**

The Money Manager Services, and the databases, software, hardware and other technology used by or on behalf of UMB to operate the Money Manager Services, and the structure, organization, and underlying data, information and software code thereof (collectively, the “**Technology**”), constitute valuable trade secrets of UMB and/or its Service Providers. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in this Agreement; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology.

UMB retains all rights, title, and interest, including all Intellectual Property Rights, in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Money Manager Services under this Agreement. The UMB name, logo and all product and service names associated with the Money Manager Services are trademarks of UMB and its licensors and providers and you are granted no right or license to use them.

**k. Acknowledgements.**

You acknowledge that the Money Manager Services are not intended to provide legal, tax, or

financial advice and are instead provided strictly for informational purposes with the understanding that neither UMB nor its providers are engaged in rendering accounting, investment, tax, legal, or other professional services in providing the Money Manager Services. If you require legal, financial, or other professional advice, you should seek the services of a competent professional advisor. Further, UMB and its providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Money Manager Services or any Content accessible through the Money Manager Services. Past performance does not guarantee future results. Securities, if any, displayed or otherwise integrated into Our Content or Your Content as part of the Money Manager Services are not a deposit or other obligation of, or guaranteed by, UMB or any other financial institution; not insured by the FDIC; and may lose value, including the loss of the principal amount invested.

#### **I. Disclaimers.**

The Money Manager Services are provided “AS IS” and “AS AVAILABLE.” UMB and its providers do not warrant or guarantee the accuracy, completeness, adequacy, or currency of any Money Manager Services or Our Content and do not endorse the views or opinions that may be expressed or provided through the Money Manager Services. UMB and its providers expressly disclaim any and all warranties and representations of any kind with regard to the Money Manager Services, whether express, implied or statutory, including any warranties of fitness for a particular purpose, merchantability, title, or non-infringement. Without limiting the foregoing, UMB does not represent or warrant that the Money Manager Services (including any access to Our Content or content from Third-Party Sites) will meet your requirements or be uninterrupted, secure, complete, error-free, or free of viruses, malicious code, or other harmful components or that all defects will be corrected.

#### **m. Termination.**

Upon termination of this agreement to provide Money Manager Services: (1) all rights and subscriptions granted to you under this agreement for Money Manager Services will end; (2) you will immediately cease all use of and access to the Money Manager Services, including

Your Content and any of Our Content you obtained before termination, including any goals or budgets and all Third-Party Site Content incorporated into the Money Manager Services; and (3) UMB may, in its sole discretion, delete Your Content at any time without notice to you. Your Content may continue to exist on the Money Manager Services and may be visible to UMB after termination of the Money Manager Services unless you actively delete it or contact UMB Online Banking Customer Support and request deletion.

**n. Limitation on Liability.**

UMB will not be liable for any indirect, incidental, special, exemplary, or consequential damages, however caused, under any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise), arising in connection with or out of the use of the Money Manager Services, even if UMB has been advised of the possibility of such damages, including any loss of Your Content, opportunity, revenues or profits, business interruption, or procurement of substitute goods or services. UMB's total cumulative liability in connection with the Money Manager Services, whether in contract tort or otherwise, will not exceed \$100.00 per User (but any User who is not also an Account Owner is not entitled to a recovery in addition to any recovery that may be due to an Account Owner). You agree that UMB would not enter into this agreement to provide the Money Manager Services without these limitations on its liability. In jurisdictions where limitation of liability for consequential damages is not permitted, UMB's liability is limited to the maximum extent permitted by law. UMB will not be liable for any damages whatsoever for its failure to provide the Money Manager Services or any portion of the Money Manager Services, or their temporary or permanent unavailability.

**9. Card Management Services for Debit and Credit Card Accounts**

**a. Card Activation.**

You may activate any new debit or credit card, whether for a new Account or as a replacement card for an existing Account, by going to the "Card Controls" tab in Online Banking and selecting the card you would like to activate from the eligible cards displayed. You may also activate your card by calling the toll-free number displayed on the card.

**b. Disabling or Reenabling a Card.**

You can disable an active debit or credit card by going to the “Card Controls” tab in Online Banking. If you elect to disable a card the card will immediately be unavailable for purchases and cash advances. If the Account is a credit card account, the Account associated with the credit card will remain open and available for review in Online Banking. Interest will continue to accrue and payments will still be due on the Account.

You can reenable a disabled debit or credit card by going to the “Card Controls” tab in Online Banking. If you reenable a card the card will immediately become available for purchases.

**I. GENERAL CONTRACTUAL TERMS.**

**1. Transaction Limitations.**

For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of the various transactions you can perform using Online Banking, but those limits are not disclosed. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to whom you may direct a payment through Online Banking. Concerning withdrawals and transfers from savings and money market accounts, federal regulations limit third party or pre-authorized transfers and withdrawals to six per statement cycle.

**2. Accuracy of Information.**

Account information you obtain through Online Banking may not always be accurate or current. In addition, the balance in your Accounts may change at any time as we process items and fees against your Accounts; therefore, the information provided to you through Online Banking may become quickly outdated. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing or updating account information available in Online Banking, or for any actions you take in reliance on any such information as provided.

You are responsible for the accuracy of your data entry and use of Online Banking when accessing Accounts and conducting transactions. We are not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.

### **3. Overdrafts.**

If a transaction you initiate using Online Banking overdraws your Account, and the overdraft is not covered by our premium overdraft service relating to the overdrawn account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges. You also agree that we may charge the overdraft and related service charges against your other Accounts with us to the extent permitted by law or by the Deposit Account Agreement. Please refer to the section in the Deposit Account Agreement entitled "Insufficient Funds and Overdrafts" for additional information on overdrafts and NSF items.

### **4. Limitations on our Liability.**

We will use reasonable care to comply with your instructions regarding transfers and payments. However, we will incur no liability (and no obligation to reimburse you for late charges or other losses you incur) if we are unable to complete any of your transfer or Payment Instructions due to the existence of certain circumstances. See the sections of this Agreement above titled "Transfers," "Exclusions and Limitations on Our Liability for Errors in Making Transfers, and "Bill Payment," "Exclusions and Limitations on our Liability in Processing Payments. "

### **5. Liability for Loss of Data or Erroneous Data.**

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third-party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your

use of your computer system or Mobile Device, including but not limited to damage or loss resulting from date-related problems.

## **6. Fees and Charges.**

### **a. Our Fees.**

When you make transfers or payments from a designated Account, we will generally charge the debit and any related fees against that Account. You agree, however, that we may charge such debits and fees, and all other fees and charges relating to Online Banking for business, against any Account you have with us. All fees will be charged in accordance with the terms of the applicable Disclosure of Products and Fees or the Online Banking Fee Schedule. We reserve the right to change any fees and charges at any time, and we will provide you with any notice required by law of any changes to our fees and charges. If neither your designated Account from which you initiate a transfer or payment nor your Billing Account has a sufficient balance to pay all applicable fees and charges due, we may exercise our right of setoff against any of your other Accounts as provided by law or the Deposit Account Agreement. Any applicable fees will be charged regardless of whether you use a service during the billing cycle.

### **b. Third-Party Fees.**

You understand that other agreements you may have with unaffiliated Third-Party Service Providers may include fees, limitations, and restrictions that might impact your use of Online Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Online Banking, receiving or sending text messages, or other use of your Mobile Device to access Online Banking), and you agree to be solely responsible for all such fees, limitations and restrictions.

## **7. Cancellation, Termination, or Suspension of Online Banking and/or Online Banking Services.**

You may cancel your Online Banking Account, or any of its individual Services, by giving us at least 10 days prior written notice by telephone or in writing. You may also do so in-person at one of our branch offices, by calling or emailing us via the Secure Message Center, or by calling or writing to us using the contact information provided in the “How to Contact the Bank” section at the end of this Agreement. You will not be entitled to a refund of any prepaid fees or charges. You must tell us your name, address and the effective date of your cancellation.

We can refuse Online Banking Services to anyone, change the terms of this Agreement, and/or modify Online Banking or its Services and features at any time and without notice to you except to the extent that the law requires that we provide a notice to you. Except as otherwise required by law, we may also, in our sole discretion, terminate or suspend all or part of your use of Online Banking or the Services at any time without prior notice, with or without cause, and without liability to you. Without limited the generality of the foregoing modification, termination, and suspension rights, UMB may also suspend your access to Online Banking Services, including Your Content, with or without notice to you, upon any actual threatened or suspected breach of Online Banking, your computer or Mobile Device, or upon any other conduct deemed by UMB to be inappropriate or detrimental to UMB, the Money Manager Services, or any other UMB customer or Service Provider.

If more than one person can access an Account through Online Banking, we reserve the absolute right to terminate all Online Banking access to the Account upon the request of any Owner (including any co-Owner of the Account) or any other User. In addition, our Service Providers through which we offer various Online Banking Services may terminate your access to Online Banking and/or any of its Services without prior notice to you, with or without cause.

Neither your cancellation nor our termination or discontinuation of your Online Banking Account or its Services shall affect your liability or obligations that have accrued prior to the date of cancellation or termination under any of the provisions of this Agreement which, by their nature or by express provision, are intended to survive cancellation and termination. You will remain liable for payments, transfers and other transactions in process and for the payment of any accrued fees and charges.

## **8. Notices.**

Any notice we give you concerning Online Banking and/or your Accounts is effective (i) when we send you a Secure Message in the Secure Message Center or an email to your email address of record, (ii) when you access or use Online Banking after the effective date of a notice that is posted on our web site on or near the login page, or (iii) when we mail or deliver the notice to you at the mailing address we have for you in our account records.

When applicable, we will send you notices in accordance with Regulation E and/or the Electronic Fund Transfers Act, which both govern Consumer accounts. Any notice we send you will be deemed to have been received by you at the earlier of (i) when the notice has been sent to your computer, e-mail address, Mobile Device or to the Secure Message Center in the manner that you have requested, and in accordance with the terms of any E-SIGN Consent that you have provided, or (ii) within three days of being sent through the mail. If any of your Accounts has more than one co-Owner, notice to any one co-Owner will be considered effective notice to all.

A notice that alerts you to availability of a disclosure on an Internet web site (including our Secure Message Center) and that provides you with the web site address of where you can retrieve the disclosure, in lieu of sending you the entire disclosure, will be sufficient notice. If you have consented to receive notices from us electronically. BY ACCEPTING THIS AGREEMENT, YOU AGREE THAT WE MAY SEND YOU ELECTRONIC MESSAGES ABOUT PRODUCTS OR SERVICES WE OFFER (INCLUDING ADVERTISEMENTS), although you may opt-out from email advertising by following the instructions in any email advertisement you receive or by either (i) selecting the "Opt Out" link at the bottom of the email, or (ii) contacting Online Banking Customer Support.

## **9. Tell Us When You Change Your Contact Information.**

You agree to notify us promptly of any change in your personal or business information, including your mailing address, physical address, email address, telephone number, and Mobile Device text number, as this information is relevant to Online Banking. Please notify us by



updating that information in the “My Profile” tab in Online Banking, or by calling Online Banking Customer Support.

#### **10. Joint and Several Liability.**

If any one or more of your deposit accounts has co-Owners, each co-Owner will be jointly and severally liable for any obligation which arises from the use of Online Banking to access the Account(s). This joint and several liability shall extend as well to any line of credit accessed through any such Account.

#### **11. Monitoring.**

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted via Online Banking for security, legal, compliance, fraud, and related purposes.

#### **12. Service Providers – Third-Party Beneficiaries.**

You agree that our Service Providers may rely upon your agreements, representations and warranties in this Agreement, and such Service Providers are third-party beneficiaries of such agreements, representations and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

#### **13. Interruption of Service.**

We make no representation or warranties that any of the Online Banking Services and features will be uninterrupted or error free. We may on a regular basis perform maintenance on our equipment or system which may result in errors or interrupted service on Online Banking. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of any interruptions and maintenance-related changes but cannot guarantee that such notice will be provided.

We shall not be liable for any failure of ours or of our Service Providers to perform our obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, or riots). Our sole obligation to you arising out of (i) the non-availability of Online Banking, or (ii) an interruption or delay in providing Online Banking or any of its Services shall be to use commercially reasonable efforts to resume such Services.

#### **14. Warranties.**

WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING ONLINE BANKING, ANY OF THE SERVICES OR FEATURES ACCESSED THROUGH ONLINE BANKING, MONEY MANAGER SERVICES, SOFTWARE, WEB BROWSERS, APPS ACCESSED THROUGH THE INTERNET, OR ANY INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT REQUIRED BY LAW. ALL IMPLIED WARRANTIES ARE DISCLAIMED.

IN NO EVENT SHALL ANY LICENSOR OR SERVICE PROVIDER OF ANY SOFTWARE OR SERVICE PROVIDED BY OR THROUGH US HEREUNDER BE LIABLE TO YOU FOR ANY ERROR, LOSS OF DATA, MALFUNCTION, OR DEFECT OF OR CAUSED BY SUCH SOFTWARE OR SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF ONLINE BANKING. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF ONLINE BANKING WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING AND THE ONLINE BANKING SERVICES IS AT YOUR SOLE RISK. ONLINE BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR IN CONNECTION WITH THE USE OF ONLINE BANKING IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE OR OUR

SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE.

**15. Limitation of Liability.**

THE FOREGOING SHALL CONSTITUTE OUR, AND OUR SERVICE PROVIDERS', ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH YOUR USE OF ONLINE BANKING. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, IN NO EVENT SHALL THE BANK, ITS HOLDING COMPANY, AFFILIATES, SUBSIDIARIES OR SERVICE PROVIDERS, OR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTOR(S) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF), ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY COMPUTER EQUIPMENT, ONLINE BANKING, AND/OR ANY SERVICE YOU MAY ACCESS OR OBTAIN THROUGH ONLINE BANKING, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF ONLINE BANKING AND/OR ANY OF ITS SERVICES AND FEATURES (INCLUDING ANY SOFTWARE OR MATERIALS SUPPLIED IN CONNECTION WITH ONLINE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

**16. Indemnification.**

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL

THIRD-PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND/OR COSTS OF EVERY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF ONLINE BANKING, OR THE USE OF ONLINE BANKING BY ANY OF YOUR CO-ACCOUNTHOLDERS, REPRESENTATIVES, USERS OR ANY OTHER INDIVIDUAL WHOM YOU HAVE PERMITTED TO USE YOUR ONLINE BANKING, OUR RELIANCE ON YOUR PAYMENT OR TRANSFER INSTRUCTIONS, YOUR BREACH OF THIS AGREEMENT, THE PERFORMANCE OR NON-PERFORMANCE OF OTHER FINANCIAL INSTITUTIONS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

**17. Assignment.**

You may not assign this Agreement to any other person or entity (in whole or in part and including by sale, merger, consolidation, or other operation of law). Any assignment in violation of the foregoing will be null and void. We may assign this Agreement to any company with which we are directly or indirectly affiliated or to any party that assumes UMB's obligations hereunder. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.

**18. Entire Online Banking Agreement.**

Except as set forth in the following sentence, this Agreement and any referenced agreements (including any exhibits) are the entire agreement between you and us with respect to Online Banking and all of its Services and features. Certain portions of the Services require your consent to additional terms and conditions; those terms and conditions are incorporated into this Agreement, and this Agreement is incorporated into the terms and conditions that apply to the other components of the Services. These agreements supersede any marketing or other similar material pertaining to such Services whether delivered to you in writing, verbally or obtained on our Internet web site or the site of an Internet service.

**19. Severability.**

If any provisions of this Agreement are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

## **20. No Waiver.**

We will not be deemed to have waived any of our rights or remedies under this Agreement unless we send the waiver to you by Electronic Message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

## **21. Governing Law.**

This Online Banking Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and applicable federal law. Please note that your Accounts, and the products or services that you receive from us that are accessed through Online Banking, such as your deposit or loan Accounts, may be governed by the laws of other jurisdictions, as set forth in the agreements governing those products or services.

## **22. Copyrights and Usage Obligations.**

The content and information on our Online Banking site and any application is copyrighted by UMB Financial Corporation, and the unauthorized reproduction, distribution of or creation of derivative works from any portions is prohibited. Money Manager software and web browsers are owned and licensed by the applicable vendor and are not provided by UMB Bank.

Online Banking is for your use only. You agree not to resell Online Banking. You are permitted to use content delivered to you through Online Banking or any of its Services only in connection

with your proper use of these Services. We reserve the right to block your access to Online Banking if we or our Service Providers have reason to believe you are misusing Online Banking or otherwise not complying with this Agreement.

You agree not to use Online Banking or the content or information delivered through Online Banking in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other Intellectual Property Rights or rights of publicity or privacy, including any rights in Online Banking software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online Banking to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our Service Providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to Online Banking, (ix) interfere with or disrupt the use of Online Banking by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

## **J. HOW TO NOTIFY US IF YOU SUSPECT THAT UNAUTHORIZED ACTIVITY HAS OCCURRED ON YOUR ACCOUNT.**

**1. Error Resolution Procedures.** Tell us **AT ONCE** if you believe any of your Security Credentials or ATM or debit cards ("**Cards**") have been lost or stolen or that someone, without your permission, has transferred or may transfer money from your Account, including an electronic funds transfer made using the information from checks. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum amount of any line of credit or savings account linked to your Account for overdraft protection transfer purposes).

Consumer Liability for Unauthorized Transfers. If you are a Consumer customer and believe one or more of your Security Credentials or Cards has been lost or stolen, and you tell us within

two Business Days after you learn of the loss or theft, you can lose no more than \$50 for unauthorized transactions using your Card. However, if you do NOT tell us within two Business Days after you learn of the loss or theft of your Security Credentials or Card, and we can prove we could have stopped someone from using your Security Credentials or Card without your permission if you had told us, Consumer customers could lose as much as \$500 from the unauthorized transactions. Losses could include not only the money in your Account, but also advances on any credit line or savings account associated with your Account to provide overdraft protection.

We will send you a monthly Account statement for your checking and savings accounts unless there are no transfers in a particular month. In any case, we will send you a statement for your checking and savings Accounts at least quarterly. (For customers who have elected to receive e-Statements, those statements will be delivered electronically. See the above subsection titled “Services Available Through Online Banking,” “Statements, including e-Statements.”) The statement will show all transfers and payments you initiated through Online Banking. If your statement shows transfers or payments that you did not make, including those made by use of your Security Credentials or Cards, tell us at once. If you are a Consumer customer and you do not tell us within 60 days after the statement documenting the electronic funds transfer was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. However, if a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Errors or Questions. If you think your statement or any account or transaction information reflected on Online Banking is wrong or if you need more information about a listed transfer CALL US IMMEDIATELY at Online Banking Support. If you cannot reach us by telephone, you may send us a message through the Secure Online Message Center, but that is not the fastest way of contacting us. Alternatively, you may visit your local branch or write us at the address for disputes provided below or in your Cardholder Agreement.

We must hear from you no later than 60 days after we make available to you the FIRST statement on which the problem or error appeared. When you notify us: (i) tell us your name

and account number, (ii) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is an error or why you need more information, and (iii) tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you follow up your oral notice or questions in writing. If we require written notice, we must receive this writing within 10 Business Days of your oral notice.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, and your Account is a Consumer Account, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not provisionally credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**2. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction or for administering your Account; or
- b. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
- c. In order to comply with the order of a governmental agency or court or a subpoena; or
- d. If you give us your written permission; or



- e. Pursuant to a request from a company that provides services such as investments to your Account; or
- f. As provided in our Privacy Notice; or
- g. As otherwise provided by Missouri or federal law.

## **K. ADDITIONAL LIMITATIONS ON OUR LIABILITY FOR BUSINESS ACCOUNTS.**

### **1. Regulation E and the Electronic Funds Transfer Act Do Not Apply to Business Customer Use of Online Banking.**

The consumer protection provisions of the federal Electronic Fund Transfer Act and the Bureau of Consumer Financial Protection's ("CFPB") Regulation E apply only to Electronic Fund Transfers involving checking and savings accounts established primarily for personal, family or household purposes. If your Account is owned by an entity instead of by a natural person, or if it was established or is used primarily for business, commercial, agricultural or governmental purposes, then the provisions of Regulation E and any similar state laws or regulations do not apply to you, and any Electronic Fund Transfer initiated or processed through Online Banking with the use of your Security Credentials will be considered an "authorized use." Your liability for any Online Banking transaction relating to that Account will be unlimited, notwithstanding the provisions of the federal Electronic Fund Transfer Act, Regulation E, similar state laws or regulations, or any standardized literature or disclosures we may send you. Business clients are be fully responsible for the security of their Security Credentials and any Cards issued in connection with their Accounts, whether the transaction or the use of the Security Credentials or Cards was in fact authorized or unauthorized. Business clients may limit their continued liability for unauthorized transactions by notifying their relationship manager in writing of the claim of unauthorized activity, and will not be responsible for unauthorized activity that occurs after our receipt of your notice and after we have had a reasonable period of time to act on the notice. We retain the right to investigate any claim that an electronic fund transfer accomplished through use of your Security Credentials is unauthorized, and we are not required to provide you with provisional credit during our investigation.

## **2. Additional Limitations on Our Liability to Business Clients for Failure to Complete Transactions.**

If you are a Small Business client and we do not complete a payment or transfer to or from your account on time or in the correct amount under the terms of this Agreement, our liability is limited to your direct damages proved, but our liability for any such failure will in no event exceed the amount of fees and charges imposed for the Online Banking Service during the twelve (12) month period immediately prior to the month in which such failure occurred; if you do not pay monthly fees for the Service, our liability will in no event exceed twelve (12) times the monthly fees that you incur for all depository services actually charged to your Account during the preceding twelve (12) month period, or, if your Account has not been opened for a full twelve months, an amount equal to the fees for depository services you paid during the period your Account was open, annualized for a full twelve month period as if you had used those depository services at the same rates and levels for a full twelve month period.

The limitations on our liability set forth in this subsection are in addition to, and not in place of, other exclusions and limits of liability set forth in this Agreement. Additional exclusions and limitations on our liability may be included in supplementary terms and conditions that apply to certain of the Services or in other agreements that apply to your Account or to the products and services that you receive from us.

## **3. Fees.** We charge the following fees to Small Business clients for the Online Banking Service:

Basic service (account information, bill payment and funds transfers): No monthly fee

Access to QuickBooks: \$14.95 per month

Exceeding number of permitted transfers per month (savings accounts and other accounts with limited transaction privileges) – See your applicable business account fee schedule.

Insufficient funds (transfer or bill payment) - See your applicable business account fee schedule.

These fees are in addition to fees that you would otherwise incur based on maintaining your UMB Bank Accounts (such as monthly maintenance fees or activity fees), and are in addition to interest or any other charges that you may incur under your overdraft line of credit agreement or margin agreement (if applicable).

#### **L. HOW TO CONTACT THE BANK.**

Need to talk to a representative right away? Call us at 800.699.8702 for immediate assistance.

From within the Kansas City area, call 816.860.5798.

Online Banking Customer Support: Please call 888.782.4325

Credit Card Inquiries: To report a lost or stolen credit card or for credit card account information, please call 800.821.5184.

Debit Card Inquiries: To report a lost or stolen debit card or for debit card account information, please call 800.842.8950.

Health Savings Account Inquiries: For additional information about HSAs, please call us toll-free at 866.520.4HSA. From within the Kansas City area, call 816.860.5771

Mailing Address(es) for Disputes, including claims of unauthorized Electronic Funds Transfers:

UMB Online Banking Support Dept.

118 Mail Stop 3020001

PO Box 419226

Kansas City, MO 64141-6226