

## AGREEMENT AND CONSENT TO RECEIVE ELECTRONIC DISCLOSURES

**This E-SIGN Consent contains important information regarding your transaction of business with us electronically. Please read it carefully and keep a copy for your records. You should not enroll or apply to obtain products or services from us or accept this agreement from a public computer.**

This Agreement and Consent to Receive Electronic Disclosures ("E-SIGN Consent") applies to all of your accounts, products, and services with MetaBank ("we," "us," and "our") accessible, either currently or in the future through Online Banking (whether accessed through a personal computer or mobile device) and is being provided pursuant to the federal Electronic Signatures in Global and National Commerce Act. We may provide specific information, required by law to be provided to you in writing, to you electronically if we first present the information in this E-SIGN Consent and obtain your consent electronically. Your consent will also apply to any other person authorized to access your account, product or service through Online Banking, subject to applicable law. Since certain of our accounts, products, or services are provided online and use electronic means to deliver information, you must consent to this E-SIGN Consent in order to use these services. We may still send you paper Disclosures, but we need to know that you are willing to, and capable of, receiving disclosures electronically that we may otherwise be required to provide on paper. You will still be able to select whether you wish to receive certain Disclosures (such as periodic statements) in electronic format or paper format. You may access the most current version within Online Banking by logging into your account at [www.metabank.com](http://www.metabank.com). In order to sign up to receive products or services electronically, you will be required to acknowledge receipt of these Disclosures, agree that you have read the Disclosures and consent to the electronic delivery of all Disclosures.

### Consent to Receive Electronic Disclosures

By clicking "I ACCEPT," you acknowledge the electronic receipt of this E-SIGN Consent and agree to receive any and all communications, agreements, documents, notices, and disclosures (collectively "Disclosures") that we provide to you regarding the products and services that you obtain from us electronically. We will provide these Disclosures through our Online Banking (whether accessed through a personal computer or mobile device) which you may log into from [www.metabank.com](http://www.metabank.com). You acknowledge that you are able to electronically access and print such Disclosures.

### Hardware and Software Requirements to Access Disclosures

In order to access and retain electronic Disclosures, you will need:

For Online Banking through a personal computer:

- A computer or other device with an Internet connection;
- A monitor or other device to view the Disclosures using your Internet browser;
- A current Internet web browser which is capable of supporting HTML and 128-bit TLS encryption;
- Adobe Acrobat® version 9.0 and above to open any documents in .pdf format; and
- Access to a computer and operating system that can support these functions and software, and that has sufficient storage space for you to save the Disclosures for later reference or an installed printer to print the Disclosures.

For Online Banking through a mobile device or tablet:

- A mobile device with a compatible operating system including:
  - iPhone with iOS version 10.0 or higher
  - Android Phone with operating system version 5.0 or higher
- Access to an Internet web browser which is capable of supporting HTML and 128-bit TLS encryption; and
- Access to a computer and operating system that can support these functions and software, and that has sufficient storage space for you to save the Disclosures for later reference or an installed printer to print the Disclosures.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Disclosures regarding your Account. By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Disclosures for your records.

### Requesting a Paper Copy of Electronic Disclosures

Your agreement to receive Disclosures from us in electronic form does not mean you cannot obtain a paper copy of any Disclosure provided to you electronically. You may request such a paper copy by contacting Customer Service at **1-866-559-5037** or writing to us at **MetaBank, P.O. Box 2556, Sioux Falls, SD 57101-2556**. There may be a fee for paper copies of statements. Please see the current Service Fee Schedule that we have provided to you. If you need to request an additional copy of the Service Fee Schedule, you may request a copy by contacting Customer Service at **1-866-559-5037**.

## Withdrawing Your Consent

You may withdraw your consent to receive Disclosures electronically by contacting Customer Service at **1-866-559-5037** or writing to us at **MetaBank, P.O. Box 2556, Sioux Falls, SD 57101-2556**. If you do so, we will mail paper versions of all Disclosures. **NOTE: Fees may apply (see the current Service Fee Schedule provided to you)**. If you need an additional copy of the current Service Fee Schedule, you may request a copy by contacting Customer Service at **1-866-559-5037**. If you have withdrawn your consent and wish to consent to receive electronic Disclosures again in the future, you may do so by contacting Customer Service at **1-866-559-5037** or writing to us at **MetaBank, P.O. Box 2556, Sioux Falls, SD 57101-2556**.

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**MetaBank**  
**www.metabank.com**

## ONLINE BANKING AGREEMENT

This Online Banking Agreement (“**Agreement**”) governs your use of the Online Banking Services (or “**Services**”) through which you may electronically access your MetaBank accounts. These Services may permit you to perform a number of banking functions through the use of a personal computer or, for some functions, a mobile device on accounts linked to the service. For purposes of this Agreement, “we”, “us” and “our” refer to MetaBank. The terms “you” and “your” refer to the accountholder authorized by us to use the Services and anyone else that you allow to exercise control over your accounts by allowing them access to the Online Banking Services.

By using any of the Online Banking Services or authorizing others to use them, you agree to the terms and conditions applicable to use the Services. Acceptance of this Agreement does not change the agreements you already have with us for your accounts. Certain features, such as Bill Pay, may be subject to additional terms that will be disclosed prior to your use of such feature.

### 1. ONLINE BANKING SERVICES

You may use the Online Banking Services to:

- Transfer funds between your MetaBank accounts
- Bank-to-Bank Transfers between your MetaBank accounts and other personal accounts
- Pay bills from your MetaBank accounts
- View current balance information, transactions, account histories, check images if available, and statements for your MetaBank accounts
- Perform self-service account maintenance such as stop payment requests, updating contact information, changing your password, setting up alerts
- Chat securely with us during Business Hours
- Schedule banking alerts and notifications

Some of the above Services may not be available for certain accounts or customers, or if you access Online Banking through the Mobile Banking App or Mobile Web.

### 2. SERVICE FEE SCHEDULE

You agree to pay the fees and charges you incur for your use of the Services as set forth in the Service Fee Schedule and this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of the Services.

### 3. ACCESS

To use the Services, you must have at least one eligible MetaBank account, access to internet service, and an email address. Once we have verified your account information, you will establish a login ID and password (your password can be changed within the Options screen and we recommend that you do so regularly). The Online Banking Services can only be used to access the accounts on which you are a primary or joint accountholder. You are responsible for keeping your login ID, password, and

challenge questions secure. We have no obligation to monitor transactions through the Online Banking Services to determine that they are made by, or on behalf of, an accountholder.

Generally, access to the Online Banking Services is available seven days a week, twenty-four hours a day, although some or all of the Services may not be available occasionally due to emergency or scheduled system maintenance. Access to the Services is provided on an “as is, as is available” basis. We may post notice of any extended periods of non-availability of the website. We make no warranties of any kind, whether express or implied, for the Services.

#### 4. SECURITY

You determine what password you will use. Your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking Services will be revoked. To reinstate your authorization to use Online Banking Services, you must contact us to have your password reset or to obtain a new temporary password. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and should be memorized rather than written down. You agree to comply with the password requirements enforced by Online Banking Services.

You understand the importance of your role in preventing misuse of your accounts through Online Banking Services and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver’s license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking Services is encrypted in an effort to provide transmission security and the Online Banking Services utilize identification technology to verify that the sender and receiver of transmissions through use of the Services can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others.

#### 5. TRANSFERS BETWEEN METABANK ACCOUNTS

Transfers initiated through Online Banking Services before 8:00 p.m. (Central Time) on a business day are posted to your account the same day. Transfers completed on Saturday before 7:00 p.m. (Central Time) are posted to your account the same day. Transfers completed on Sunday, a federal holiday, or after 8:00 p.m. (Central Time) on a business day, will be posted on the next business day. Identification of transfers are based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. If sufficient funds are not available to post the transfer on the requested date, the transfer will be cancelled.

#### 6. MOBILE DEPOSIT SERVICE

The **Mobile Deposit Service “Mobile Deposit”** allows you to directly deposit checks to your Account. In order to use Mobile Deposit you must be eligible and have qualified to use Mobile Deposit.

#### Summary of Terms:

<b>Fees</b>	No Charge ( <b>note: consult your account agreement for Fees related to your Account</b> )
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<b>Information needed on the Check</b>	<p>We accept most types of checks for our review and approval. We will not accept foreign items, altered or fraudulent checks, Travelers or gift card checks, Credit Card checks or image replacement documents. All checks must be presented for deposit within six months of the date on the check. All checks must have the writer's name and address pre-printed on the check, be dated on or before the date of submission, be made out to you as your name appears in our system, contain matching amounts in the written and numerical amount lines, be signed by the check writer, be endorsed to you and the endorsement must match the name on the payee line on the front of the check.</p>
<b>Check Deposit Limits</b>	<p>The maximum amount you may deposit in your Account using Mobile Deposit is \$5,000 per check, per day, subject to any Account deposit limits. We may increase or decrease your Check Deposit limits for Mobile Deposit from time to time in our sole discretion; provided, however, that you are solely responsible for complying with any limits applicable to your Account.</p>

**Mobile Deposit Description.** Mobile Deposit allows you to deposit funds from any type of check, including payroll checks, government checks, first party checks (checks you have written to yourself), and second party checks (checks others have written to you), into your Account (a "Check Deposit"). Each Check Deposit initiated using Mobile Deposit as described herein, is subject to our review and approval or rejection in our sole discretion and is completed by transferring the funds to your Account upon check approval. MetaBank may accept or reject your check in its sole discretion based on a variety of factors. Following approval, we will deposit the check based on our timeframes set forth in the Funds Availability Policy Disclosure that you received with your Account agreement at the time of opening your Account. If approved, deposits made by 4:30 PM CST on a business day that we are open, will be deposited that day. After 4:30 PM CST, the following business day will be considered the date of deposit. Refer to your branch or banker to obtain a copy of the current Funds Availability Policy Disclosure.

**Eligibility and Qualification.** You must have a checking or money market savings account registered for Online Banking with us to be eligible for Mobile Deposit. Additionally, your Account must meet other certain qualification requirements such as no return deposit items or multiple non-sufficient funds (NSF) transactions or other criteria that may present increased risk to us. We may adjust the criteria required to qualify for Mobile Deposit at any time in our sole discretion. Upon acceptance of these terms and qualifying to use Mobile Deposit, Mobile Deposit will be made available to you through the mobile app.

**Use of Mobile Deposit.** By using Mobile Deposit, you represent and warrant that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (iii) all the information you provide or have provided to us in connection with each Check Deposit, is true, correct and complete; (iv) you received a copy of these Terms and Conditions and agree to be bound by and to comply with its terms; and (v) you have downloaded the app and have agreed to all terms of use. You must have a verifiable address inside of the United States and be inside the United States when using Mobile Deposit.

**Acceptance; Ongoing Use.** Your acceptance and use of Mobile Deposit is subject to our initial and ongoing review and qualification, including our confirmation of your identity. From time to time as you use Mobile Deposit, we may ask you additional questions to confirm your identity. MetaBank shall retain any information provided by or collected about you subject to the provisions of our Privacy Policy in effect from time to time. Such information may be transferred to any successor in interest to all or part of either of their business or assets. You agree not to use Mobile Deposit for any purpose prohibited by law.

**Security of Login Credentials.** You agree to comply with the terms and conditions you have been provided related to security of your password, and your mobile device. You agree not to give your

Password, or make your Password or your mobile device available, to any person not authorized by you to access Mobile Deposit. You may also be required to respond accurately to your personal security questions to access Mobile Deposit. You will be responsible for all actions taken by users who obtained your Password from you.

Cancellation of Use of Mobile Deposit. You may cease your use of Mobile Deposit at any time, simply by not using it. You may also cancel your acceptance of Mobile Deposit at any time, by emailing us at **ibank@metabank.com** or by phone at **1-866-559-5037**. Should fees apply, fees applicable to Mobile Deposit services already rendered will not be refundable.

Suspension or Termination of Use of Mobile Deposit. We may suspend or terminate your use of Mobile Deposit at any time. We may re-evaluate your qualification for use of Mobile Deposit and transaction history at any time and from time to time, may reconfirm your identity, and may suspend or terminate your use of Mobile Deposit if we decide in our sole discretion that you no longer continue to qualify for the Mobile Deposit service for any reason, including but not limited to suspicion of fraud, sending us uncollectible checks, failure to verify your identity. No such termination or suspension will affect any of your or our respective rights and obligations arising under these Terms and Conditions prior to such action.

Retain Your Check. Once you have sent your check to us for processing and deposit, you must retain the check for 10 business days after the deposit is credited. The mobile app will provide you notice as to whether the check is accepted or rejected/failed. If your check is rejected/failed by us, we will not deposit it. A rejection/failure by us through the Mobile Deposit will not impact your right to attempt to deposit or cash the check anywhere else (including a MetaBank branch location). If the check is accepted, you must not attempt to deposit or cash it anywhere else, and you should destroy the check in a secure manner, after 10 business days has lapsed. Duplicate transactions using the same check can be a type of fraud and may be subject to civil claims and criminal penalties.

Declines. We may decide to decline your Check Deposit at any time for any reason in our sole discretion. If that occurs, the transaction will be terminated, no fee (if applicable) will be charged, and you may take your check elsewhere for consideration of deposit or cashing, including a MetaBank branch location. The decision to approve a Check Deposit is based upon the assessment of multiple factors and is not necessarily a reflection of you or the maker of the Check. We also may refuse to process a Check Deposit in our sole discretion, including, but not limited to, if we need to do so to comply with applicable law.

Your Representation and Warranty. You hereby represent and warrant that (i) any check you present for deposit to your Account using Mobile Deposit is a bona fide check for funds paid to you that has been obtained by you by lawful means, (ii) you are not aware of any facts or circumstances which would limit the value, legality, collectability or negotiability of any check you present for deposit to your Account using Mobile Deposit, (iii) any check you present for deposit to your Account using Mobile Deposit does not include any proceeds of criminal activity, and (iv) there are no unfulfilled conditions that limit the negotiability or value of any check you present for deposit to your Account using Mobile Deposit.

Rights Upon Dishonor. If your check is later dishonored, as determined by us in our sole discretion, we will have the right to reverse the Check Deposit and to offset the loss against any funds that may still be in the Account or any other account you may have, and you shall remain fully liable for the amount of the transaction. We reserve the right to bill you for any such funds not recovered or to recover them from future Check Deposits. You agree to pay us promptly for the dishonored funds, without further demand.

Confidentiality. We may disclose information to third parties about your Mobile Deposit use, any Check Deposit you attempt, or the transactions you make:

- Where necessary to complete the transaction (e.g., to verify the existence and condition of your Account or check); or

- To comply with government agency or court orders or as otherwise required by law or in connection with examinations by banking authorities;
- For analytical purposes;
- To our employees, auditors, affiliates, Mobile Deposit providers, or attorneys as reasonably necessary to administer Mobile Deposit;
- With your permission or otherwise in accordance with our Privacy Policy or as described in these Terms and Conditions.

**7. BANK-TO-BANK TRANSFERS**

This feature may not be available for certain accounts or customers.

The Bank-to-Bank Transfer Service enables you to: (1) request a transfer of funds from your MetaBank Account to an account maintained by you at another US financial institution; or (2) to receive a transfer of funds into your MetaBank Account from an account maintained by you at another US financial institution. All requests to send or receive money must be made by logging into your account at [www.metabank.com](http://www.metabank.com) and in accordance with this Agreement and applicable law. You represent and warrant that you are either the sole owner or a joint owner of the account owned by you that is eligible for the Bank-to-Bank Transfer Service (“Eligible Account”) and that you have all necessary legal right, power and authority to transfer funds between the Eligible Account(s). If you are a joint owner of one or both Eligible Account(s), then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such account or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that any account at another financial institution that you use to transfer funds to, or from, your MetaBank account using the Bank-to-Bank Transfer Service is located in the United States.

Service Fees and Additional Charges. You understand and agree that you are responsible for paying all fees associated with your use of the Bank-to-Bank Transfer Service. You authorize MetaBank to charge your Eligible Account for any service or other fees and charges applicable to transfers requested through the Bank-to-Bank Transfer Service in accordance with Bank-to-Bank Transfer Service fee schedule in effect at the time you make a Bank-to-Bank Transfer Service transfer request. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Account you hold with us. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

<b>Types of Transfers</b>	<b>Standard Delivery</b>	<b>Next Business Day Delivery</b>
Outbound Transfer from a MetaBank account	\$0	\$3
Inbound Transfer to a MetaBank account	\$0	\$3

Minimum Transfer amount is \$10.

Standard Delivery. Funds may be delivered as soon as 3 Business Days from the date of your request when request is made within the timelines described in the Section titled Processing Bank-to-Bank Transfer Service Transfer Requests. MetaBank will process your request for a Standard Delivery transfer on the current Business Day if requested by 11:59 PM CST of the following Business Day. If your request is received by MetaBank on a day that is not a Business Day or on a Business Day after the established cut-off time, MetaBank will not process your request until the next Business Day.

Next Business Day Delivery. Funds may be delivered as soon as the Next Business Day from the date of your request when requested within the timeline described within the section titled Processing Bank-to-Bank Transfer Service Transfer Requests.

**Important Limitation:** In order to perform a Next Business Day Outbound Bank-to-Bank Transfer Service Transfer, the available balance on your account must be at least \$500 after the transfer is processed. MetaBank will process your request for Next Business Day transfers on the current Business Day if requested prior to 7:00 PM CST. If your request is received by MetaBank on a day that is not a Business Day or after 7:00 PM CST cutoff time on a Business Day, it will be processed the next Business Day.

You understand that both types of transfers and the timelines referenced within this Agreement do not guarantee when the Other Financial Institution will receive payment through Bank-to-Bank Transfer Service transfer. All transfers are subject to when funds are made available by the other financial institution.

Limits On Bank-to-Bank Transfer Service Transfer. Transfer limits may be adjusted from time-to-time at our sole discretion. You may log in to your account to view your individual transaction limits. The following limits on transfer amounts are calculated against all transfers which include Bank-to-Bank Transfer Service transfers that have been set up but not been processed and those that have been completed.

Service	Limitation	Transfer Limit
Standard Delivery	Transaction	\$5,000
	Daily	\$5,000
	Monthly	\$10,000
Next Business Day Delivery	Transaction	\$5,000
	Daily	\$5,000
	Monthly	\$10,000

\*Transfers requested on a Saturday or Sunday contribute to your transfer limit for the following Business Day. A transfer requested on a bank holiday contributes to your transfer limit for the next Business Day.

\*\*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which Bank-to-Bank Transfer Service transfer request is processed by MetaBank.

**IMPORTANT:** We may permit transfers in excess of these limits from time to time, based on our loss experience, security issues and other factors. We also may deny or limit specific transfers if we have any reason to question the authorization for, or security of, the transaction and as further described within.

Processing Bank-to-Bank Transfer Service Transfer Requests. There are limits on the amount of money you can send through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. MetaBank also reserves the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

Refused Transfers. We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

Returned Transfers. When you request a transfer from an Eligible Account using the Bank-to-Bank Transfer Service, the Transfer may not be completed for various reasons. If you have not provided complete and accurate information regarding the Other Financial Institution Account, the Bank-to-Bank Transfer Service cannot complete the Transfer. If you fail a verification of your identity that is required in connection with scheduling the Bank-to-Bank Transfer Service transfer, your requested transfer will be placed on hold, and if you do not call us or take other prescribed actions within the prescribed time frames to remove the hold, the transaction will be cancelled. If you do not have sufficient funds in your Eligible Account from which you have requested Transfer be made, the transfer will not be completed. You understand and agree that after an initial failure due to non-sufficient funds in your Eligible Account, a Standard Delivery transfer request will be attempted a second time. If there again are non-sufficient funds in your Eligible Account, your requested transfer will be cancelled.

Failed or Returned Payment Instructions. In using the Bank-to-Bank Transfer Service, you are requesting us to attempt to make payments for you from your Eligible Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Account (for example, there are insufficient funds in your Eligible Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In such case, you agree that:

- (a) You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Account to allow us to complete the debit processing;
- (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;
- (c) You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Account, including by ACH debit;
- (d) You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you; and
- (e) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.
- (f) You may incur fees by the Other Financial Institution Account.

Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your account that we debited for the funds transfer. If this is unsuccessful we will make reasonable attempts to otherwise return the funds to you.

Stop Payment Request. If you desire to stop any transfer that has already been processed, you must contact customer service at 1-866-559-5037. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The amount that is returned to you may be less than you originally transferred because the entire amount transferred may not be available for return and/or service charges of the other institution and/or MetaBank. If your request to cancel or amend a Bank-to-Bank Transfer Service transfer is received after such transfer has been processed by MetaBank, you understand and agree that your request to stop payment, recall or amend your Bank-to-Bank Transfer Service transfer will be effective only with the voluntary consent of the other financial institution. If the other financial institution confirms that the funds are returnable and agrees to do so, once the funds are returned to MetaBank, MetaBank will return the funds to you.

Receiving Bank-to-Bank Transfer Service Transfers. When your MetaBank Account is the intended recipient account you understand and agree that there may be a delay between the time you are notified of the pending transfer and the deposit of the funds in your account. In the event that funds are transferred into your MetaBank Account as a result of a Bank-to-Bank Transfer Service transfer and it is determined that such transfer was improper because there were not sufficient funds in the sender's account or for any other reason, then you hereby authorize MetaBank to withdraw from your MetaBank Account an amount equal to the amount of the funds improperly transferred to you.

Information Relied Upon by MetaBank. You acknowledge and agree that MetaBank is relying upon the information you provided in originating a Bank-to-Bank Transfer Service transfer on your behalf. Any errors in the information, including incorrect or inconsistent account numbers or the ABA number or name of the other financial institution are your responsibility. You understand and agree that if Bank-to-Bank Transfer Service transfer instructions identify an account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding the account may not investigate discrepancies between names and numbers. In addition, you agree that MetaBank has no responsibility to investigate discrepancies between names and account numbers. MetaBank will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

## 8. **ALERTS AND NOTIFICATIONS**

Alerts. Your enrollment in MetaBank Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your MetaBank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within MetaBank Online Banking and Alerts menu within MetaBank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. MetaBank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your MetaBank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are

responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 48179 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in MetaBank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **48179.** In case of questions please contact customer service at 866.559.5037. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. MetaBank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside MetaBank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold MetaBank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## 9. **ELECTRONIC FUND TRANSFERS DISCLOSURES**

Consumer Liability. Tell us at once if you believe your MetaBank ATM Card or MetaBank Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your MetaBank ATM Card or MetaBank Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your MetaBank ATM Card or MetaBank Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your MetaBank ATM Card or MetaBank Debit Card or PIN and we can prove we could have stopped someone from using your MetaBank ATM Card or MetaBank Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

Contact in event of Unauthorized Transfers. If you believe your login ID and Password has been lost or stolen, call or write to us at the contact information below. You should also call the number or write to the address listed at the end of this Agreement if you believe a transfer has been made using the information from your check without your permission.

Business Days. Business days are Monday through Friday excluding holidays.

Transfer Types and Limitations. See the specific section related to the transaction type for transfer types and limitations.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

Documentation. You will get a monthly account statement from us for your savings or checking accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly. You will not receive a separate statement for Online Banking Services. Transfers to and from your accounts using Online Banking Services will appear on the respective periodic statements for your bank accounts. Periodic statements are also accessible through Online Banking Services and may be viewed, printed, or saved to designated media.

Our Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the Online Banking Services were not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) Any other exceptions stated in this Agreement with you.

In Case of Errors or Questions about Your Electronic Transfers. Call or write to us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us:

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that 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.

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network. If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

#### **10. TERMINATION OF ACCESS TO ONLINE BANKING SERVICES**

You may cancel your use of Online Banking Services at any time by providing us with verbal or written notice by phone, e-mail, or postal mail. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. You agree that we can terminate or limit your access to Online Banking Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

#### **11. RESTRICTIONS ON USE**

You agree not to use the Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services, the security of the Services, or other customers of the Services, or otherwise abuse the Services.

#### **12. REVIEW AND CHANGES TO THIS AGREEMENT**

We may amend or change this Agreement (including any applicable fees and Service charges) from time to time, in our sole discretion, by notifying you in accordance with applicable law and by making the updated terms available to you upon logging into your account at [www.metabank.com](http://www.metabank.com). If, at any

time, you find this Agreement unacceptable or you do not agree to the changes to this Agreement, please discontinue your use of Services. Your continued use of the Services after we have made such changes available will be considered your acceptance of those changes.

**13. PRIVACY**

Please refer to the MetaBank [Privacy Policy](#) located at [www.metabank.com](http://www.metabank.com) or inquire at any branch location for information regarding our use of your information in connection with your use of the Services.

**14. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant that the Online Banking Services will operate without errors, or that any or all of the Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any direct, indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through use of the Online Banking Services.

**15. GENERAL TERMS**

This Agreement constitutes the entire agreement between you and us governing your use of Services. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Your use of the Services and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Services is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. This Agreement and the Services shall be governed by and construed in accordance with applicable federal law and where applicable the laws of the state in which Bank is located.

**16. HOW TO CONTACT US**

If you have questions about these Term and Conditions, please contact us by email at [ibank@metabank.com](mailto:ibank@metabank.com) or by phone at **1-866-559-5037** or write to us at:

**MetaBank**  
**P.O. Box 2556**  
**Sioux Falls, SD 57101-2556**