

GOLDEN EAGLE COMMUNITY BANK  
ONLINE SERVICES USER AGREEMENT

**INTERNET BANKING SERVICE**

This Agreement describes your rights and obligations as a user of the Online Service (“Services”). It also describes the rights and obligations of Golden Eagle Community Bank “GOLDEN EAGLE”. Please read this Agreement carefully.

The specific terms of this Agreement will control over any conflicting terms of any other agreement that the customer (including business customers) may have with the Bank.

This Agreement provides consumer protections for our customers who use the Online Banking Services for personal, family or household purposes. For Business Accounts, the protections of Regulations E of the Consumer Financial Protection Bureau provided herein do not apply.

**ACCESS TO THE SERVICES**

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods. To gain access to the Services you must have at least one eligible account with us and will need to establish your User ID and Password.

**COMPLIANCE WITH AGREEMENT AND TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of any agreement or agreements governing your accounts or any services which you access using the Services, including any disclosures you received in connection with those accounts. We can terminate your privileges under this Agreement without notice to you for any reason, including if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any reason. If we terminate your privileges under this Agreement, you will remain obligated for any payments made by GOLDEN EAGLE on your behalf. All terms and conditions of the disclosures provided to you at the opening of any of your accounts with us, including but not limited to, the Truth in Savings, Privacy Policy, Consumer and Commercial Deposit Account Information, and your signed signature card apply to the Services. We may convert your account to inactive status if you do not sign on to the Services during any consecutive sixty (60) day period. If you do not sign on to the services for a two year period we may purge your account without written notification.

To cancel the Services, you must notify GOLDEN EAGLE. Your notification should include your name, address and the effective date to stop the service. You may notify GOLDEN EAGLE by contacting us as set forth in this Agreement under the section entitled “Notice.”

**DEFINITIONS**

The following definitions apply in this Agreement.

“Business Day” refers to Monday through Friday, excluding holidays as determined by GOLDEN EAGLE, the Bank observes the Holidays observed by the Federal Reserve System, dates can be found on their website at [www.federalreserve.gov](http://www.federalreserve.gov).

“Designated User” means those employees whom our business customers have designated to access one or more of their accounts through the Services. This Agreement acts as your authorization to allow the Designated Users to access and process transactions, which may directly affect your accounts.

“Internet Banking” is the Internet-based service providing access to your account(s) under the terms set forth in this Online Services User Agreement.

“Merchant” means anyone (including GOLDEN EAGLE) you designate and GOLDEN EAGLE accepts as a payee for a bill payment.

“Password” is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to the Services. You may be able to self-enroll in the Services, and, if not, GOLDEN EAGLE will provide you with a code for use during the initial sign-on process.

“Payment Account” means the account you have designated for us to debit with respect to payees in connection with Bill Pay.

“Payment Date” means the date on which you have requested that we make a scheduled payment. It is your responsibility to schedule this date sufficiently in advance of the date the payment is due to be received by the payee to assure timely payment.

“Payee” shall mean the person, business or other entity to whom your payment will be made. You must provide sufficient information about each Payee to properly direct a Payment to that Payee and permit the Payee to identify the correct account. This information may include, but is not limited to, the name and address of the Payee and your Payee Account Number.

“Time of Day” references are to Central Standard Time.

“User ID” is the user name that you select after the initial sign on or that we provide to you that you will use in connection with your Password to establish your connection to the Services.

“We” “us,” “our,” or “GOLDEN EAGLE” refer to Golden Eagle Community Bank which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

“You” and “Your” shall mean the person, persons or entities in whose name the account is carried on the books of Golden Eagle Community Bank and shall include the masculine, feminine, and neutral genders and the plural as well as the singular wherever the context so permits.

“Website” shall mean [www.bankgoldeneagle.com](http://www.bankgoldeneagle.com).

#### SECURITY FEATURES

The safety of our customers’ accounts and account information is of paramount importance to GOLDEN EAGLE. We go through great lengths to protect confidentiality and the security of your account and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know the Password or User ID that you use with the Services. You agree to assume responsibility for all transactions initiated through the Services with your User ID, up to the limits allowed by applicable law. While we continue to provide our customers with the level of on-line security that we believe is necessary and appropriate customers who share their User IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No GOLDEN EAGLE representative will ever call and ask for your User ID or Password nor will we e-mail you requesting that information.

#### DESIGNATED USERS

If you are accessing the Services as a business customer of GOLDEN EAGLE, you must establish a unique User ID and Password for each Designated User and must develop adequate internal procedures to prevent the disclosure of the Designated Users’ User IDs and Passwords to other persons and the unauthorized use of the Services by any employee or party who is not a Designated User. We will have no knowledge of the User IDs and Passwords established for each Designated User and will have no responsibility for ensuring compliance with the procedures that you develop for protecting the confidentiality of such identifications.

If you suspect any impropriety on the part of any Designated User in connection with the use of the Services or if a Designated User is leaving your employment, you must take immediate steps to ensure that the Designated User is prevented from further access to the Services.

**FOR BUSINESS CUSTOMERS: GOLDEN EAGLE WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSS WHATSOEVER ARISING FROM UNAUTHORIZED USE OF THE SERVICES.**

#### ENCRYPTION

The Services uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet Banking. Your browser automatically activates this technology when it attempts to connect to our Services. Depending on your browser, whenever SSL is securing your communications, your browser may indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

#### CERTIFICATE AUTHORITY

The servers hosting the Services have been certified by a Certificate Authority to assure you that you are actually talking to the Services instead of someone pretending to be us. If you are using an older browser, you will see that the Certificate Authorities key may have expired; you will need to update your browser. By clicking on the lock within the Services, you can view the certificate to ensure it is valid.

#### COOKIES

During your use of the Services, our Internet Banking service provider will pass a persistent encrypted cookie to your computer in order to confirm the identity of each user. While this cookie enables us to process multiple transactions during the session without you having to provide your User ID and Password for each individual transaction, it scores online transactions and may challenge you with security questions when you request certain transactions or reach certain limits. You should ensure that your browser will accept persistent cookies. Your security is enhanced by acceptance of the cookie. The cookie is stored on your computer’s hard-drive.

#### CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the “I Accept” button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with GOLDEN EAGLE for the provision of certain Internet Banking Services may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- We may provide you with this Agreement and any revisions and amendments hereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Services.
- We may provide you revisions and amendments to the Agreement and such other information including, but not limited to, information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Services, electronically, as a part of the Agreement, or otherwise, as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Services, we only provide these documents electronically.

- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the information related to the Agreement are provided only in electronic format, your withdrawal of consent will terminate your access to the Services.
- If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may contact us as set forth in this Agreement under the section entitled "Notice."
- You are able to access information that is provided in the same manner as the information and the Services via the Internet.

To use the Services and receive electronic communications, you will need a computer with a modem and an Internet browser that encrypts data using a commercially reasonable security technology. You will also need an e-mail account and e-mail reader software capable of handling HTML e-mail. Your computer will need to run a compatible operating system and be connected to the Internet and have sufficient storage capacity, either on your computer's hard drive or an external data storage unit, capable of supporting the Services. It is also recommended that you have a printer capable of printing from your Internet browser and e-mail provider.

If you elect electronic communications, you may continue to receive your regular account statement either monthly or quarterly, depending on the type of the account. You will be able to engage delivery of statements electronically if desired, you will be prompted to accept an Electronic Statement Disclosure Agreement.

### **BANKING TRANSACTIONS WITH INTERNET BANKING**

The following functions are available through the Services:

- View your account information.
- Transfer funds among your linked checking, savings, and money market accounts at GOLDEN EAGLE and from an account at GOLDEN EAGLE to another GOLDEN EAGLE customer's account.
- Stop payment on certain transactions.
- Make a loan payment from your checking or savings account with us.

Because regulations require GOLDEN EAGLE to limit pre-authorized transfers (including Internet Banking transfers), the following limitations apply:

- Statement Savings Account: You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Internet Banking.
- Money Market Deposit Account: You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Internet Banking.

In addition, please check the Consumer and Commercial Deposit Account Information brochures regarding limitations on withdrawals and transfers on deposit accounts.

New services may be introduced for Internet Banking from time to time. GOLDEN EAGLE will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **INTERNAL TRANSFER REQUESTS**

Internal transfer requests must be received on a Business Day prior to the cut-off time set by GOLDEN EAGLE, which is currently 4:55 p.m. Central Time, in order to be processed on that Business Day. If we receive your request after the cut-off hour on a Business Day or on a day that is not a Business Day, we will process the internal transfer on the next Business Day. If you schedule an internal transfer for a future date, we will process the transaction on that date. However, if the date you request for a future internal transfer is not a Business Day, we will process the transaction on the next Business Day.

We will only process internal transfers when there are sufficient funds available in your account. If sufficient funds are not available (including funds available under any overdraft protection plan) on the date a transfer is scheduled to be made, we will not complete the transfer.

Any internal transfer can be changed or canceled, provided you access the Services prior to the cut-off time on the Business Day prior to the Business Day the internal transfer is going to be initiated.

### **STOP PAYMENTS**

You will be able to initiate stop payments through the Services for checks that you have written on your accounts. This service is subject to the fee outlined in GOLDEN EAGLE's Fee Schedule. Stop payments initiated through the Services are considered verbal stop payment requests and are effective for only fourteen (14) calendar days unless confirmed in writing. Once the stop payment is received by GOLDEN EAGLE's staff you will be contacted to arrange receiving and acknowledging the proper documentation. All stipulations outlined in GOLDEN EAGLE's Stop Payment Request Form will be in place, and you must provide all information required in the Stop Payment Request Form. If you do not provide the requested information or if the information that you provide is inaccurate, we may not be able to honor or effectuate your stop payment request. Your request to cancel a stop payment order is not effective until we have a reasonable opportunity to act on it.

\*\*\*\*\*

## **BILL PAYMENT SERVICE**

This Agreement is also your bill payment service agreement with GOLDEN EAGLE. You may use GOLDEN EAGLE's bill paying service, ("Bill Pay"), to direct GOLDEN EAGLE to make payments from your designated checking account to the Merchants you choose in accordance with this Agreement.

## **HOW TO SET UP MERCHANTS/PAYMENTS**

When you sign onto Bill Pay you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant, but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your Payment Account. A unique check number will appear on your statement for easy recognition. GOLDEN EAGLE reserves the right to refuse the designation of a Merchant for any reason.

GOLDEN EAGLE is not responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your authorized payee list.

## **THE BILL PAYING PROCESS**

GOLDEN EAGLE will process variable payments on the Business Day you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by GOLDEN EAGLE, which is currently 3:00 p.m. Variable bill payment requests received after the Business Day cut-off time or at any time on a non-Business Day will be processed on the next Business Day. GOLDEN EAGLE reserves its right to change the cut-off time by giving you notice of such change in the manner provided for in this Agreement.

**FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH.** Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-Business Day resulting in your payment being processed on the next Business Day.

**YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS).** Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) Business Days in advance of the due date for such payment. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant to post payments.

You must select a Payment Date that is at least five (5) Business Days before the actual due date reflected on the statement you receive from your Payee. If your actual due date falls on a non-Business Day you must select a Payment Date that is at least one Business Day before the actual due date. Payment Dates should be prior to any late payment date or grace period.

When you have scheduled a payment, you authorize GOLDEN EAGLE to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize us to credit the Payment Account on account of any returned payments from using Bill Pay.

Bill Pay will incur no liability and any service guarantee shall be void if Bill Pay is unable to complete any payments initiated because of any of the following:

- You have not provided Bill Pay with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
- Circumstances beyond the control of Bill Pay (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Bill Pay has taken reasonable precautions to avoid those circumstances;
- The payment-processing center is not working properly and you know or have been advised by Bill Pay about the malfunction before you execute the transaction;

You agree to have available and collected funds on deposit in the designated Payment Account in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to GOLDEN EAGLE. GOLDEN EAGLE reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Payment Account and GOLDEN EAGLE has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that GOLDEN EAGLE, at its option, may charge any of your accounts with GOLDEN EAGLE to cover such payment obligations.

Bill Pay reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any bill payment can be changed or canceled, provided you access the Services prior to the cut-off time on the Business Day prior to the Business Day the bill payment is going to be initiated.

## **TEXT MESSAGES (SMS)**

Your wireless carrier's standard messaging rates apply to SMS correspondence. We do not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier and are your sole responsibility.

You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.

We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.

We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

Data obtained from you in connection with the SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the Services. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the Services to transmit your text message or as otherwise described in this Agreement. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Services, you agree to provide accurate, complete, and true information.

The Services, as well as the content and materials received through the Services, are proprietary to us and our licensors, and are for your personal and non-commercial use only. You shall not damage, impair, reverse engineer, interfere with, or disrupt the service or its functionality in any way.

The Services are available only in the United States.

We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of this Agreement, our terms and conditions, or any terms and conditions provided by our third party service providers. Your access to the Services is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the Services at any time.

#### **PAYPAL SEND MONEY ONLINE SERVICE**

GOLDEN EAGLE offers the ability to send money online through PayPal. The PayPal services will allow you to transfer funds to another PayPal user online through your designated Payment Account. We offer this service through PayPal, which is a third party service provider. If you use this service, you may need to create an account with PayPal and will be bound the terms and conditions, as well as any user agreements, provided by PayPal.

\*\*\*\*\*

#### **ONLINE BANKING AND MOBILE CHECK DEPOSIT**

We grant to you, for your personal use or, if you are a business, internal business purposes only, a nonexclusive, limited and revocable right to access and use the Golden Eagle Online Banking and Mobile Check Deposit Service via desktop computer, mobile device, tablet or other permitted electronic means. You agree not to use the Online Banking and Mobile Check Deposit Service for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Online Banking and Mobile Check Deposit Service without our prior written consent..

Some services may not be available for certain accounts or customers. We may modify or cancel any such services or a method of accessing them at anytime without notice at our discretion, except as may be required by law.

By directing Golden Eagle Community Bank to transfer funds or initiate a payment, you authorize Golden Eagle Community Bank to withdraw from the designated account the amount of funds required to complete the assigned transaction. You regard requests for new account services, instructions to change existing account information or services, and other communication received via Online Services as legal endorsements. As such, all correspondence initiated via Online Services shall command the legal authority of a written request authorized by your signature.

Some transfers and payments made within Online Services may be made via a check drawn off of your account. You authorize Golden Eagle or any of its service providers to create such a check to the payee and in the amount you specify using Online Services. You further authorize Golden Eagle to honor any items bearing your account number if you have authorized payment or disclosed that account number to any service provider, whether or not you have signed the item.

#### **FEES FOR SERVICES**

There are no transaction fees for this service, the Bank reserves the right to implement fees in the future, you will be provided written notice 30 days prior to the implementation of fees. Some account types may carry service fees for the use of this service, please review your account disclosures prior to the use of the service.

### THIRD PARTY PROVIDERS

Some of the services within Golden Eagle Community Bank Online Services may be provided by a third party. The third party may contact you directly in certain circumstances, such as providing you alerts for changes to your accounts or services you have requested or for collection purposes.

### ACCESSING ONLINE SERVICES VIA A MOBILE DEVICE

Golden Eagle Community Bank Online Services may be accessed by a mobile device or tablet by using a Golden Eagle Community Bank Mobile Application downloaded to your device or by entering [www.bankgoldeneagle.com](http://www.bankgoldeneagle.com) into the browser on your mobile device. Not all of the Online Services may be available when using a mobile device. Mobile carrier message and data rates may apply. Contact your mobile service provider for details on these charges applicable to your plan with your provider.

We may limit the types and the number of Accounts displayed within our Online Services. Online Services via mobile device may not be supportable for all device models or for all carriers at all times. Golden Eagle Community Bank cannot guarantee the availability of underlying data services provided by your mobile carrier, i.e. we are not responsible for carrier data outages or “out of range” issues.

### EMAIL AND MOBILE ALERTS

Golden Eagle offers alert services that provide you information about your Golden Eagle Community Bank Accounts. You can sign up for a variety of alerts that can be received through email or a mobile device. Text (SMS) alerts are subject to the Alerts Terms and Conditions you must accept when registering for this service.

There may be some alerts specific to particular services within Online Services which cannot be turned off, such as important security notifications. By using the related services, you consent to receive applicable alerts. To see the applicable security notifications, please visit the Alerts section within Online Banking or our mobile app.

### CANCELLATION OF YOUR SERVICE

You may cancel the GECB Check Deposit Service by calling 1-815-321-5000. By canceling the GECB Check Deposit Service, any Pending Deposits, will also be cancelled. When you cancel the GECB Check Deposit Service, you will no longer be able to access or use the GECB Check Deposit Service and you will not receive a refund of service fees, if any. When you cancel the GECB Check Deposit Service, it may cancel your ability to use mobile banking but will not cancel your other online services or your account relationships, if any, with us.

### GOLDEN EAGLE MOBILE CHECK DEPOSIT

If you use Mobile Check Deposit, the following terms apply:

1. Features and Services. Golden Eagle Mobile Check Deposit allows you to deposit money into certain accounts with your mobile device camera using the Golden Eagle Mobile Application or “Mobile App”. To use Mobile Check Deposit, you must be a Golden Eagle account holder and have agreed to the Online Services User Agreement. You must also sign or “endorse” the back of all checks deposited through mobile with your signature and “For Mobile Deposit Only”.
2. Types of Checks. You can only deposit U.S. checks and money orders using Mobile Check Deposit. Types of checks you cannot deposit are:
  - a. Checks payable to any person or entity other than you.
  - b. Checks containing any alteration of which you know or believe to be fraudulent or are not authorized by the owner of the account on which the check is drawn.
  - c. Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
  - d. Checks written off an account at a financial institution located outside the United States.

Note that any check that you attempt to deposit using Mobile Check Deposit is subject to verification by Golden Eagle. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a Golden Eagle branch.

3. Receipt. We are not responsible for items that we do not receive. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion.

4. Cut off Times and Information on Availability of Funds for Deposits. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers or at [www.bankgoldeneagle.com](http://www.bankgoldeneagle.com).

#### Mobile Check Deposits Availability

##### Before 3:00 PM Central Time:

Deposits will be considered deposited the same business day. Fund will not show available until the items are processed.

##### After 3:00 PM Central Time:

The deposit transaction will reflect on your account statement as occurring on the following business day. Fund will not show available until the items are processed.

5. Destruction of Original Check. Once you have deposited the check successfully, you should store the check in a secure location for 30 days. After 30 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

6. Image Quality. The image of an item transmitted to Golden Eagle must be legible. Tips on getting a good image are shown within the app.

7. Changes/Removal of Service. We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse Mobile Check Deposit, have excessive overdrafts or returned items, or for other reasons in our sole discretion.

8. Limitations. When using Mobile Check Deposit, you may experience difficulties that are outside the control of Golden Eagle or there may be times when Mobile Check Deposit is not available. We are not responsible for any difficulties or any damages that you may incur as a result of these difficulties or unavailability.

9. Compatible Hardware and Software. In order to use Mobile Check Deposit, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use Mobile Check Deposit. We may change requirements at any time without prior notice. You may need to upgrade the Mobile App to use Mobile Check Deposit.

10. Deposit Limits. You are limited to 5 deposits per day, with a maximum per item dollar limit of \$1,500.00 and a maximum combined daily dollar limit of \$3,000.00. These limits may change from time to time without notice to you.

11. Errors. You must notify us of any errors (or suspected errors) related to the items deposited through the Services as soon as possible after they occur, and in no event later than 60 days after the related Golden Eagle account statement is sent. You can contact us by calling 1-815-321-5000 or by visiting a banking center. Unless you notify us within 60 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

12. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Golden Eagle Community Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

#### ADDITIONAL PROVISIONS REGARDING MOBILE BANKING

It is your responsibility to provide Golden Eagle true, accurate, current, and complete information about yourself and your device and to update your telephone number if and when it changes in order to ensure proper delivery of applicable Online Services.

Golden Eagle recommends that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you do not store your password on your mobile device.

If you lose your mobile device, you should contact your carrier immediately. If you receive Golden Eagle Mobile banking alerts, you should disable the alerts being sent to your mobile device.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Online Services via a mobile device. You agree not to leave your device unattended while logged on Online Services via a mobile device and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you.

You agree to comply with all applicable laws, rules and regulations in connection with using a mobile device to access Online Services. We make no representation that any content or use of Online Services is available for use in locations outside of the United States. Accessing Online Services from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws. You are prohibited from using the Mobile App or accessing Online Services via a Mobile Device if you jailbreak your device (i.e., remove or circumvent software and application limitations imposed by your Mobile Device manufacturer or mobile carrier).

#### GOLDEN EAGLE ONLINE BANKING CHECK DEPOSIT

If you use Online Banking Check Deposit, the following terms apply:

1. Features and Services. Golden Eagle Mobile Check Deposit allows you to deposit money into certain accounts with a TWAIN compliant flatbed scanner using the Golden Eagle Community Bank Online Banking service. To use Online Banking Check Deposit, you must be a Golden Eagle account holder and have agreed to the Online Services User Agreement. You must also sign or “endorse” the back of all checks deposited through this service with your signature and “For Deposit Only”.

2. Types of Checks. You can only deposit U.S. checks and money orders using Online Banking Check Deposit. Types of checks you cannot deposit are:
- Checks payable to any person or entity other than you.
  - Checks containing any alteration of which you know or believe to be fraudulent or are not authorized by the owner of the account on which the check is drawn.
  - Any checks that are not in original form with a signature, such as substitute checks or remotely created checks.
  - Checks written off an account at a financial institution located outside the United States.

Note that any check that you attempt to deposit using Online Banking Check Deposit is subject to verification by Golden Eagle. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a Golden Eagle branch.

3. Receipt. We are not responsible for items that we do not receive. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion.

4. Cut off Times and Information on Availability of Funds for Deposits. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers or at [www.bankgoldeneagle.com](http://www.bankgoldeneagle.com).

#### Online Banking Check Deposit Availability

Before 3:00 PM Central Time:

Deposits will be considered deposited the same business day. Fund will not show available until the items are processed.

After 3:00 PM Central Time:

The deposit transaction will reflect on your account statement as occurring on the following business day. Fund will not show available until the items are processed.

5. Destruction of Original Check. Once you have deposited the check successfully, you should store the check in a secure location for 30 days. After 30 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check. Shredding it is one way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

6. Image Quality. The image of an item transmitted to Golden Eagle must be legible. Tips on getting a good image are shown within the Online Banking Check Deposit system.

7. Changes/Removal of Service. We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse Online Banking Check Deposit, have excessive overdrafts or returned items, or for other reasons in our sole discretion.

8. Limitations. When using Online Banking Check Deposit, you may experience difficulties that are outside the control of Golden Eagle or there may be times when Mobile Check Deposit is not available. We are not responsible for any difficulties or any damages that you may incur as a result of these difficulties or unavailability.

9. Compatible Hardware and Software. In order to use Online Banking Check Deposit, you must use, at your expense, compatible hardware and software. We are not responsible for any third party software you may need to use Online Banking Check Deposit. We may change requirements at any time without prior notice. You may need to upgrade the personal computer to use Online Banking Check Deposit.

10. Deposit Limits. You are limited to 5 deposits per day, with a maximum per item dollar limit of \$1,500.00 and a maximum combined daily dollar limit of \$3,000.00. These limits may change from time to time without notice to you.

11. Errors. You must notify us of any errors (or suspected errors) related to the items deposited through the Services as soon as possible after they occur, and in no event later than 60 days after the related Golden Eagle account statement is sent. You can contact us by calling 1-815-321-5000 or by visiting a banking center. Unless you notify us within 60 days, the account statement containing the deposits made through the Services is deemed correct, and you cannot bring a claim against us for any alleged errors.

12. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Golden Eagle Community Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR**



REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF GOLDEN EAGLE COMMUNITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

User warranties and indemnification. You warrant to GOLDEN EAGLE COMMUNITY BANK that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to GOLDEN EAGLE COMMUNITY BANK is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless GOLDEN EAGLE COMMUNITY BANK from any loss for breach of this warranty provision.

\*\*\*\*\*

### **PEOPLE PAY SERVICE**

When you use or access, or permit any other person(s) or entity to use or access the Golden Eagle Community Bank (GECB) People Pay Service, you agree to the terms and conditions of this agreement. If you find the agreement unacceptable to you at any time, please discontinue your use of the GECB People Pay Service.

We grant to you, for personal use access and use of the GECB People Pay Service. You agree not to use the GECB People Pay Service for any other purpose, including business payments and commercial purposes, such as co-branding, framing, linking, or reselling any portion of the GECB People Pay Service without our prior written consent.

The People Pay Service is for the sole use of person to person payments, and is not intended for bill payment or business and/or commercial purposes.

### **ACCOUNTS**

The People Pay Service may provide many options for Pay from Accounts to be selected to complete your transactions, however, you agree to only use personal accounts (those where the owner is an individual) as a Pay from Account. Any Business accounts used as Pay from Accounts may lead to cancellation of the service, which may also include cancellation of the use of mobile banking. In addition, Health Savings Accounts may also be available as a Pay from Account; however, any payment from these accounts will carry tax distribution consequences.

### **GENERAL TERMS APPLICABLE TO THE GECB PEOPLE PAY SERVICE**

In order to register in the GECB People Pay Service to send money, you must have one or more eligible accounts to designate a Pay from Account, as applicable. We have the right to determine eligibility and to restrict categories of recipients to whom payments may be made using the GECB People Pay Service in our sole discretion. You agree that you will only use the GECB People Pay Service for lawful purposes. You agree that you will not use the GECB People Pay Service for International ACH Transactions, which are prohibited under this Agreement. You further agree not to use the GECB People Pay Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, and payments to loan sharks, gambling debts or payments otherwise prohibited by law.

### **STATEMENTS**

All of your transfers made through the GECB People Pay Service from a GECB Account will appear on the GECB statement for such account.

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We may disclose information to third parties about your account or the funds you send or receive:

1. as necessary to complete transactions;
2. as necessary in connection with offering the GECB People Pay Service;
3. in connection with the investigation of any claim related to your account or the funds you send or receive;
4. to comply with government agency or court orders;
5. in accordance with your written permission; and
6. as otherwise permitted by the terms of our privacy notice.

Our GECB privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your GECB Account with us. It can be viewed by clicking on the "Security" link, then "Privacy" on any of our website pages.

## MOBILE SERVICES

Your use of the GECB People Pay Service may include access to some products and services through a mobile device, web-browser or a mobile app ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services.

Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision, whether directly or indirectly (such as through our use, to the extent agreed to by you from time to time, of any tool or technology) of a phone number, e-mail address, information and photographs associated with recipients contained in your mobile device Contacts, or other delivery location that is not your own, or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree that these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use the Mobile Services. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the GECB online services and Site(s) without the use of a mobile device. Information available directly through the GECB online services and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the GECB People Pay Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store. We, or our licensors, own all right, title and interest, including, without limitation, all intellectual property rights (including all names, trade names, trademarks, service marks, slogans, logos or other indicia) in and to the GECB People Pay Service (including the products and services accessed through the Mobile Services). No license or other right in or to such products and services is granted to you except for the rights specifically set forth in this Agreement.

## CANCELLATION OF YOUR SERVICE

You may cancel the GECB People Pay Service by calling 1-815-321-5000. By canceling the GECB People Pay Service, any Pending, Repeating and Future Dated transfers, will also be terminated, however any transfer that is In Process cannot be cancelled. When you cancel the GECB People Pay Service, you will no longer be able to access or use the GECB People Pay Service and you will not receive a refund of service fees, if any. When you cancel the GECB People Pay Service, it may cancel your ability to use mobile banking but will not cancel your other online services or your account relationships, if any, with us.

## CUTOFF TIMES

The Cutoff Time for acceptance of the transfers is 3:00 PM Central Time on any Business Day; All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time with a Send On date that is the Current Day or next Business Day may start to process immediately and may be funded prior to the Send On date.

## SENDING MONEY

To use the GECB People Pay Service to send and receive money between a GECB Account and an outside party, the parties must use at least one eligible GECB Account with us and at least one account with another Financial Institution.

You agree to only send money to another individual, any transactions using GECB business accounts or where the recipient is a business entity may result in cancellation of the payment and your use of the People Pay Service and mobile banking.

You authorize us to charge your selected Pay From Account with us for all transfers of funds that you initiate through the GECB People Pay Service and you agree to have sufficient funds or available credit in your Pay From Account on the Send On date to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is Completed or Cancelled. We will not be obligated

to make any transfer you may request unless there are sufficient available funds in your Pay From Account to cover the transfer on the Send On date until the transfer is Completed or Cancelled. If there are insufficient available funds to cover a transfer on the date of acceptance, the transfer request will be cancelled.

For transfers from a GECB Account another Financial Institution, the transfer should typically be completed one to two Business Days after the Business Day following acceptance, subject to the processing times of the financial institution holding the account.

#### TRANSFER LIMITS

You are initially limited to the default maximum per item dollar limit of \$500.00 and a maximum combined daily dollar limit of \$1,000.00. These limits may change from time to time without notice to you.

#### E-GIFT CARDS

You may send payments in the form of retailer e-gift cards, the program offers selected retailers, which may change from time to time. Once you have engaged the service to send an e-gift card, the recipient receives notification and is directed to the retailers website for collection. You are initially limited to a default maximum per item dollar limit of \$100.00 and a maximum combined daily dollar limit of \$250.00.

#### GECB PEOPLE PAY FEES

There are no transaction fees for this service, the Bank reserves the right to implement fees in the future, you will be provided written notice 30 days prior to the implementation of fees. Some account types may carry service fees for the use of this service, please review your account disclosures prior to the use of the service. However, if we process a transfer in accordance with your Instructions that overdraws your GECB Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. We will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated Pay From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the GECB People Pay Service. Fees are subject to change from time to time upon notice to you as may be required by law.

#### YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you permit other persons to use the GECB People Pay Service or your Password, you are responsible for any transactions they authorize from your accounts. If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-815-321-5000 or writing us at Customer Service, PO BOX 1930, Woodstock, IL 60098. See the YOUR RIGHTS AS AN INDIVIDUAL CONSUMER Section below for further detail and instruction.

#### OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If we do not complete a transfer you send from your consumer deposit account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- (A) If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
- (B) The GECB People Pay Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
- (C) Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- (D) If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number for your Pay To and Pay From Accounts registered with GECB People Pay, the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

#### ADDITIONAL TERMS APPLICABLE ONLY TO THE GECB PEOPLE PAY SERVICE FOR BUSINESS ACCOUNTS GECB

#### PEOPLE PAY LIABILITY FOR UNAUTHORIZED TRANSFERS FOR GECB BUSINESS DEPOSIT ACCOUNTS ONLY

You are responsible for all transfers that are authorized using your Password to access the GECB People Pay Service. If you permit other persons to use the GECB People Pay Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE GECB PEOPLE PAY SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE GECB PEOPLE PAY SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We shall have no liability to you for any errors or losses you sustain in using GECB People Pay Service except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for the GECB People Pay Service. Our liability in any case shall be limited to the amount of any funds improperly transferred from your Pay From Account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer or error from any of your GECB Accounts within thirty (30) days of our providing or making available to you a bank statement showing such unauthorized transfer or error shall relieve us of any liability for any losses sustained after the expiration of such thirty-day period and you shall thereafter be precluded from asserting any such claim or error.

#### ADDITIONAL TERMS APPLICABLE TO ALL USERS OF THE GECB PEOPLE PAY SERVICE

##### COMPUTER EQUIPMENT; BROWSER ACCESS AND INTERNET SERVICES

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use the GECB People Pay Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the GECB People Pay Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using GECB People Pay Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement or warranty of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

##### PASSWORDS

We may at our option change the parameters for the password used to access and use the GECB People Pay Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the GECB People Pay Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the GECB People Pay Service, you agree to protect and keep confidential your card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the GECB People Pay Service. The loss, theft, or unauthorized use of your card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the GECB People Pay Service or to access or use your card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the GECB People Pay Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-815-321-5000.

##### NOTICES

You agree that by using the GECB People Pay Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the GECB People Pay Service may be sent to you by any or all of the following sources, at our option:

- Through electronic notice given to any electronic mailbox we have for you,
- Any other electronic mail address or telephone number you provide to us,
- The current address we have on file for you, or
- In any other manner permitted by law including, but not limited to, posting it on our website.

##### NEW FEATURES

We may, from time to time, introduce new features to the GECB People Pay Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

##### LIMITATION OF LIABILITY; NO WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE GECB PEOPLE PAY SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE

SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE GECB PEOPLE PAY SERVICE IS AT YOUR SOLE RISK AND THAT THE GECB PEOPLE PAY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE GECB PEOPLE PAY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE GECB PEOPLE PAY SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

#### OTHER AGREEMENTS

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either the GECB People Pay Service or products which may be accessed via the GECB People Pay Service, including, but not limited to, any account agreements that apply to your GECB Account or, and with all applicable State and Federal laws and regulations. In the event of a conflict between the terms of this Agreement and any applicable GECB account agreements with us, the terms of this Agreement will control except as may be otherwise stated herein.

#### TERMINATION

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the GECB People Pay Service, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your GECB Account is not in good standing, that account will not be eligible to be used in GECB People Pay transactions. We may determine other eligibility criteria in our sole discretion.

#### DISPUTES

In the event of a dispute arising under or relating in any way to this Agreement or to the GECB People Pay Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

#### INDEMNITY

You acknowledge and agree that you are personally responsible for your conduct while using the GECB People Pay Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the GECB People Pay Service or the use of the GECB People Pay Service by anyone using your account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

#### RISK OF LOSS

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

#### GECB ACCOUNT INFORMATION

Any GECB Account information provided to you as part of the GECB People Pay Service is not the official record of your GECB Account or its activity. Your GECB Account statement, furnished to you by us for GECB Accounts in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The GECB People Pay Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

\*\*\*\*\*

#### RETURNED PAYMENTS

In using the Services, including any Online Services, you understand that the Services and/or the United States Postal Service may return payments for various reasons, such as, but not limited to: the account number being invalid; the Services being unable to locate the account; or the payee account being paid in full. The Services will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive a notification from the Services concerning such changes.

## FEES

There is no fee for the Services; this is a FREE service with all retail accounts. However, the following charges may apply:

- Return deposit items due to customer error \$4.00 per item
- Stop Payment Fee \$20.00 per item
- Incoming Collections \$20.00 per item
- Statement Reconciliation \$25.00 per item

Additional fees are listed in our Account Fee Schedule brochure.

GOLDEN EAGLE reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

We will automatically deduct any fees related to the Services from your account each month.

## YOUR RIGHTS AS AN INDIVIDUAL CONSUMER

The following section applies only to individuals who access the Services for personal, family and household purposes. For customers who use the Services for their business accounts, the protections of Regulation E of the Federal Reserve System provided in this Agreement do not apply.

### IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password or User ID has been lost or stolen or you suspect any fraudulent activity in your account(s), call GOLDEN EAGLE immediately at (815) 321-5000, between 9:00 a.m. and 5:00 p.m. on a Business Day. Telephoning us is the best way of minimizing your losses. You may also restore the security of the Services by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from conducting unauthorized electronic funds transfers without your permission if you had told us earlier, you could lose as much as \$500.00

## ERRORS AND QUESTIONS

If your statement shows transfers that you did not make or if there are errors or questions regarding an Internet Banking transaction, notify us immediately at (815) 321-5000, or write a letter and send it to:

Golden Eagle Community Bank  
Attention: Internet Banking Services  
PO Box 1930  
Woodstock, IL 60098-2452

If you do not notify GOLDEN EAGLE within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days, which would not have been lost if GOLDEN EAGLE had been notified in time. If your delay in notifying us was due to extenuating circumstances, we shall extend the times specified above to a reasonable period.

If the notice of error is given orally, we may require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We shall determine whether an error has occurred within ten (10) Business Days after you contact us and will report the results of our investigation to you within three (3) Business Days after completing our investigation. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns an electronic fund transfer that occurred during the first thirty (30) days after the first deposit to the account was made, the applicable time periods are twenty (20) Business Days in place of ten (10) Business Days and ninety (90) calendar days in place of forty-five (45) calendar days.

To process your notice of error and complete our investigation, we will need:

- Your name and account number
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information
- The dollar amount of the suspected error
- The date on which it occurred
- for an electronic payment, the number of the Payment Account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number

If we determine that no error occurred, we will send you a written notice within three (3) Business Days and debit any money previously credited to your account. You may request copies of the documents that were used in the investigation.

You may agree that we may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Services. Any such e-mail sent to you by GOLDEN EAGLE shall be considered received within three (3) Business Days of the date sent by GOLDEN EAGLE regardless of whether or not you sign on to the Services within that time frame.

#### GOLDEN EAGLE'S RESPONSIBILITIES

GOLDEN EAGLE will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested; or
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of GOLDEN EAGLE, you do not have enough money in your account to make the transfer
- Through no fault of GOLDEN EAGLE, the transaction would have caused you to exceed your available credit
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent a transfer, despite reasonable precautions that we have taken
- There is a hold on your account or if access to your account is blocked in accordance with banking policy
- Your funds are subject to legal process or other encumbrance restricting the transfer
- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission, and you fail to notify GOLDEN EAGLE immediately
- We have a reasonable basis for believing that unauthorized use of your User ID, Password or account has occurred or may be occurring, or if you default under this Agreement, any Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other limitations to our liability in this Agreement and in any other agreements we may have with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall reasonably assist in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

#### YOUR RESPONSIBILITIES

You are solely responsible for controlling the safekeeping of, and access to, your Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify GOLDEN EAGLE and arrange to change your Password. You will be responsible for any payment request you make that contains an error or is a duplicate of another payment. GOLDEN EAGLE is not responsible for a payment that is not made if you did not properly follow the instructions for making a payment. GOLDEN EAGLE is not liable for any failure to make a payment if you fail to promptly notify GOLDEN EAGLE after you learn that you have not received credit from a Merchant for a payment. GOLDEN EAGLE is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be GOLDEN EAGLE's agent. In any event, GOLDEN EAGLE will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Services, even if GOLDEN EAGLE has knowledge of the possibility of them. GOLDEN EAGLE is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond GOLDEN EAGLE's reasonable control.

#### LIMIT OF GOLDEN EAGLE'S RESPONSIBILITIES

GOLDEN EAGLE agrees to make reasonable efforts to ensure the Services' full performance. GOLDEN EAGLE will be responsible for acting only on those instructions sent through the Services which are actually received and cannot assume responsibility for circumstances over which we have no direct control. This includes, but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. GOLDEN EAGLE is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment.

Any information you receive from GOLDEN EAGLE is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. GOLDEN EAGLE is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

GOLDEN EAGLE is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by an Internet access service provider. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for accessing and utilizing the Services. GOLDEN EAGLE will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

Neither GOLDEN EAGLE nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the

transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of the Services (ix) you knew that the Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

The limit of GOLDEN EAGLE's liability shall be as expressly set forth herein. Under no circumstances will GOLDEN EAGLE be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By using the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that your only remedies are those expressly set forth herein.

#### DISCLAIMER OF DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, GOLDEN EAGLE is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by GOLDEN EAGLE or one of its suppliers. In addition, GOLDEN EAGLE disclaims any responsibility for any electronic virus (es) a customer may encounter after installation of such software or use of the Services. Without limiting the foregoing, neither GOLDEN EAGLE nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. GOLDEN EAGLE and its suppliers provide the Services from their own sites and they make no representation or warranty that any information, material or functions included in the Services are appropriate for use by you in your jurisdiction. If you choose to use the Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither GOLDEN EAGLE nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, or contained in any third party sites linked to or from GOLDEN EAGLE's web site. GOLDEN EAGLE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. GOLDEN EAGLE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

#### INDEMNIFICATION

You agree that you shall indemnify, defend and hold harmless GOLDEN EAGLE and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your failure to comply with applicable law; or (ii) your failure to comply with the terms of this Agreement.

#### ADDITIONAL REMEDIES

Due to the likelihood of irreparable injury, GOLDEN EAGLE shall be entitled to an injunction prohibiting any breach of this Agreement by you.

#### DISCLOSURE OF INFORMATION TO THIRD PARTIES/PRIVACY POLICY

A copy of GOLDEN EAGLE's Privacy Policy is available upon request at any of our branches, or can be mailed to you upon request by contacting GOLDEN EAGLE as set forth in this Agreement under the section entitled "Notice."

You can also access our Privacy Policy online by clicking on the Privacy link on GOLDEN EAGLE's Website at [www.bankgoldeneagle.com](http://www.bankgoldeneagle.com).

Information submitted to GOLDEN EAGLE or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by GOLDEN EAGLE or prohibited by law.

#### LINKS TO OTHER SITES

Information that GOLDEN EAGLE publishes on the Internet may contain links to other sites and third parties may establish links to GOLDEN EAGLE's site. GOLDEN EAGLE makes no representations about any other web site that you may access to, from or through the Service. Unless expressly stated in writing, GOLDEN EAGLE does not endorse the products or services offered by any company or person linked to the Service nor is GOLDEN EAGLE responsible for any software or the content of any information published on the Service of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.



## NOTICE

Any notice to us permitted or required under this Agreement will be effective upon our receipt of such notice. Unless otherwise provided in this Agreement, you may provide notice to us by one of the following methods: (i) by initiating a customer inquiry through the Service; (ii) by calling us at (815) 321-5000; or (iii) by writing a letter and sending it to:

Golden Eagle Community Bank  
Attention: Internet Banking Services  
PO Box 1930  
Woodstock, IL 60098-2452

If you send GOLDEN EAGLE an e-mail message through the Service, GOLDEN EAGLE will be deemed to have received it on the following Business Day. E-mails will be answered within a reasonable timeframe.

You should not rely on e-mail if you need to communicate with GOLDEN EAGLE immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that GOLDEN EAGLE may respond to you by e-mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by GOLDEN EAGLE shall be considered received within three (3) calendar days of the date sent by GOLDEN EAGLE, regardless of whether or not you sign on to the Service within that time frame.

While sending e-mail is a good way to communicate with GOLDEN EAGLE regarding your accounts and payments, your e-mail is sent via your own software and, as a result, may not be secure. Consequently, you should not include confidential information, such as account numbers and balances in any e-mail to GOLDEN EAGLE. You cannot use e-mail to initiate transactions through the Service. All such transactions must be initiated using the appropriate functions within the Service Banking site. GOLDEN EAGLE will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

## AMENDMENTS AND MODIFICATIONS TO THIS AGREEMENT

Subject to applicable law, GOLDEN EAGLE may modify or amend the terms and conditions applicable to the Service at any time, including changing the charges, fees or any other term described in this Agreement, upon mailing or delivering a notice of the amendments and modifications to you at the address shown on our account records, or we may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We may also provide notice by posting such notice in our branches or via Internet Banking. The amended or modified terms and conditions shall be effective at the earliest date allowed by applicable law.

## APPLICABLE RULES, LAWS AND REGULATIONS

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Illinois, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Woodstock, Illinois U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

## ASSIGNMENT

GOLDEN EAGLE may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

## INTEGRATION,

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and GOLDEN EAGLE.

## SEVERABILITY

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and GOLDEN EAGLE, this Agreement will control.

## WAIVER

GOLDEN EAGLE shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by GOLDEN EAGLE of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

## FORCE MAJEURE

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

#### **DISPUTE RESOLUTION**

In the event of a dispute between you and GOLDEN EAGLE with respect to any issue arising out of or relating to this Agreement or the Services in any manner, excluding any claim for amounts due to GOLDEN EAGLE hereunder, a breach of confidentiality or a claim for indemnification, such dispute shall be determined by arbitration. Arbitration shall be conducted before an arbitrator chosen as follows: either GOLDEN EAGLE and you shall together agree on a mutually acceptable arbitrator, or you shall select one arbitrator and we shall select one arbitrator, and these two arbitrators shall choose a third arbitrator who will act as arbitrator hereunder. The arbitrator's decision shall be final and binding upon all parties concerned. Such decision shall be rendered within thirty (30) days of the closing of the hearing record. The arbitration proceedings conducted hereunder shall be conducted in the state where the main office of GOLDEN EAGLE is located, and each party shall bear its own costs. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association or JAMS at the discretion of the party submitting the claim.

#### **WAIVER OF JURY TRIAL**

You agree to waive any right to a jury trial that you may have in connection with the resolution of any dispute or claim between you and GOLDEN EAGLE.

#### **CONSTRUCTION**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law.

