

ClickSWITCH Terms and Conditions

These Terms of Use (the "Terms") set forth the terms and conditions that govern your access and use of the automatic transaction switching service (the "Service") provided by Q2 Software, Inc. ("Q2"). By enrolling in or using this Service, you agree to be bound by the Terms, as may be amended from time to time as provided for in Section 18 below.

1. Account Switch Service. The Service is a personal finance management service that allows you to move your automatic transactions from accounts at Existing Financial Institutions to your accounts at a New Financial Institution or set up new automatic transactions (including online payments, automated payments and direct deposits) at a New Financial Institution. The Service is provided to you by Q2 without charge. The term "you" or "your" refers to you and, if applicable, the company or legal entity that you represent. The term "we", "us" or "our" refers to Q2.

2. Privacy and your Personal Information. We care about the privacy of our users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our [Privacy Policy](#), and to have such information collected, used, transferred to and processed, in accordance with said Privacy Policy, in the United States. Neither Q2 nor the New Financial Institution can guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

3. Account Information from Existing Financial Institutions. With the Service, to the extent the Switch Assist feature of the Service is enabled, you may direct Q2 to retrieve your information, including without limitation, data, passwords, usernames, PINs, log-in information, materials and other content ("Account Information"), maintained online by Existing Financial Institutions with which you have customer relationships, maintain accounts or engage in financial transactions. Q2 works with one or more online financial service providers ("Third Party Providers") under contract to access this Account Information. By using this feature of the Service, you expressly authorize Q2 and such Third-Party Providers to access and use this Account Information for purposes of providing the Service. Q2 makes no effort to review the Account

Information for any purpose, including but not limited to accuracy, legality or non-infringement.

Q2 and its Third-Party Providers cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain Account Information or loss of Account Information, personalization settings or other service interruptions. Q2 cannot and does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Information, communications or personalization settings. For example, when displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institutions. Such Account Information may be more up-to-date when obtained directly from the relevant Existing Financial Institutions. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

4. Your Responsibilities and Agreements. You may not access or use the Service if you are not of legal age to form a binding contract with Q2. If you access or use the Service, you represent that you have the capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation, (ii) that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data, (iii) you will not use the Service in a European Union Member State, (iv) you are not a citizen of a European Union Member State, and (v) to use the Service only for permitted uses described in Section 6 and otherwise in accordance with the Terms and any one-line user instructions.

Accurate records enable Q2 to provide the Service to you. In order to use the Service, you must provide true, accurate, current and complete Account Information about your accounts maintained at Existing Financial Institutions, as requested in our "add account" setup forms, and you may not misrepresent your Account Information. In order for the Service to function effectively, you must also keep your Registration Information (as defined below) up to date and accurate. If you do not do this, the accuracy and

effectiveness of the Service to you will be affected.

5. Protecting Your Registration Information. You agree and understand that you are responsible for maintaining the confidentiality of your Q2 password which, together with your login ID allows you to access the Service. That login ID and password, together with your email address and any mobile number or other contact information you provide form your "Registration Information." It is your responsibility to update or change your Registration Information, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your Registration Information, you agree to notify Q2 immediately at 866-410-6761, option 2.

6. Your Use of the Service. You may access and use the Service solely for the purpose of facilitating the transfer of your automatic transactions (including online payments, automated payments and direct deposits) from accounts at Existing Financial Institutions to your accounts at the New Financial Institution, or to perform the initial setup of your automatic transactions (including online payments, automated payments and direct deposits) at your New Financial Institution.

You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that Q2 or the New Financial Institutions, in their sole discretion, may elect to take.

7. Use with Your Access Device. Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or terms of your access device and telecommunications provider. Q2 MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR

PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

8. Online Alerts. Q2 may from time to time provide automatic service alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. Electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your alerts. Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. Q2 may from time to time provide automatic alerts and voluntary account-related alerts. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Q2 may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Q2 endeavors to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that neither Q2 nor the New Financial Institution shall be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

9. Disclaimer of Representations and Warranties. THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS"

AND "AS AVAILABLE" BASIS. Q2 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. Q2 MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. Q2 MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

10. Not a Financial Planner, Broker or Tax Advisor. NEITHER Q2 NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. Q2 IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your transferring of automatic transaction processing between your Existing Financial Institutions and the New Financial Institution. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

11. Rights You Grant to Q2 in Connection with Switch Assist. By submitting Account Information to Q2 through the Switch Assist feature of the Service, you are licensing the Account Information to Q2 solely for the purpose of providing the Service. Q2 may use and store the Account Information, but only to provide the Service to you and as otherwise provided in the Privacy Policy. By submitting the Account Information to Q2, you represent that you are entitled to submit it to Q2 for use for this purpose, without any obligation by Q2 to pay any fees or other limitations. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. Q2 will submit Account Information, including usernames and passwords, that you provide to log you into the site of the Existing Financial Institutions. You hereby authorize and permit Q2 to

use and store Account Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the Existing Financial Institutions' sites for which you submit your information.

12. Power of Attorney. For purposes of these Terms and solely to provide to you the Service, you grant Q2 a limited power of attorney, and appoint Q2 as your attorney-in-fact and agent, to (i) access Existing Financial Institutions' sites, New Financial Institution's sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at the New Financial Institution, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Q2 IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM EXISTING FINANCIAL INSTITUTIONS' SITES, Q2 IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE EXISTING FINANCIAL INSTITUTIONS. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

13. Feedback. You agree that Q2 may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Q2 a perpetual, worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Q2 in any way. Q2 will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

14. Intellectual Property Rights. The contents of the Service, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The Service and its contents belong or are licensed to Q2. No reproduction, distribution, or transmission of the copyrighted materials of the Service is authorized without the prior written permission of us, except as expressly authorized by these Terms.

15. Access and Interference. You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Q2's express written consent, which may be withheld in Q2's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

16. Limitations on Liability. Q2 AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF Q2 AND/OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, Q2'S AND ITS LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

17. Your Indemnification of Q2 and its licensor(s). You agree to defend, indemnify and hold harmless Q2, its parents, subsidiaries, agents,

affiliates, customers, vendors, officers and employees, and the New Financial Institution, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost) arising from: (i) your use of and access to the Service, or any information that is submitted via your Registration Information; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; or (iv) your violation of any applicable law, rule, or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

18. Modifications. Q2 may modify these Terms (including the Privacy Policy) from time to time at its sole discretion. Any and all changes to these Terms will be posted on the Q2 site. You are deemed to accept and agree to be bound by any changes to these Terms (including the Privacy Policy) as of the date when you next access or use the Service after those changes are posted.

19. Termination of your account and the Service. Q2 may terminate or suspend your access and use of the Service in whole or in part and/or your Service account immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of these Terms. Upon termination of your account, your right to use the Service will immediately cease.

If you wish to terminate your Q2 account for the Service, you may discontinue your use of the Service by calling **866-410-6761, option 2** to express your request, or by sending mail to the following postal address:

Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729

All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

20. Governing Law. These Terms, and your relationship with Q2 under these Terms, shall be governed by the laws of the State of Texas without regard to its conflict or choice of law provisions. Further, you and we agree to the jurisdiction of the state and federal courts located in Travis County,

Texas to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or your use of or access to the Services and is not subject to mandatory arbitration under Section 22.

21. Waiver of Jury Trial and Class Action Waiver. YOU ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH Q2, ITS LICENSOR(S), OR EITHER OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, YOU HEREBY WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY. In addition, we and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms and/or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms and/or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in the state or federal courts located in Travis County, Texas.

22. Arbitration. We and you agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions (despite the choice of law provision in Section 20 above).

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, we or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You must send any such notice to us by calling **866-410-6761, option 2** AND by U.S. Mail **Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729**. To the extent that we have your contact information, we will send any such notice to you by U.S. Mail or to your email address. We and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty

(30) days from the date that any notice of dispute, claim, or controversy is sent. We and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After thirty (30) days, we or you may resort to the other alternatives described in this Section. Notwithstanding the foregoing, the notice and thirty (30)-day negotiation period required by this Section shall not apply to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service.

Except as otherwise specifically set forth in this Section, any dispute, claim, or controversy of any kind between us and you arising under these Terms or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory), if unresolved through informal discussions within thirty (30) days of receipt of notice (as described in the immediately preceding paragraph), shall be resolved by binding arbitration to be held in the state of your billing address. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in Austin, Texas, United States of America, and we and you agree to submit to the personal jurisdiction of any state or federal court in Austin, Texas to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and administered by the AAA. The AAA Rules and fee information are available at "<http://www.adr.org>," or by calling the AAA at 1-800-778-7879.

We shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to \$10,000 unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorneys' fees and expert

witness costs unless we are otherwise specifically required to pay such fees under applicable law. For claims that total more than \$10,000, the AAA Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. We and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, we and you agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. We and you understand that, absent this mandatory arbitration provision, we and you would have the right to sue in court. We and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$25,000 or less and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

You may choose to pursue your claim in small claims court where jurisdiction and venue over us and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out to us by calling **866-410-6761, option 2** AND by U.S. Mail to **Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729**. The notice must be sent within the later of thirty (30) days of your first use of the Service or within thirty (30) days of changes to this Section; otherwise you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this Section. If you opt-out of these arbitration provisions, we also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Service will be deemed to be your irrevocable acceptance of these Terms and any changes/updates to this Section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute, or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, we and you agree to waive, to the fullest extent allowed by law, any trial by jury.

23. Assignment. These Terms and your access and use of the Service is not assignable, transferable or sublicensable by you except with Q2's prior written consent. Q2 may transfer, assign or delegate these Terms and its rights and obligations without consent.

24. Miscellaneous. If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms. If Q2 does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Q2 has the benefit of under any applicable law), this will not be taken to be a formal waiver of Q2's rights and that those rights or remedies will still be available to Q2. All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. These Terms represent the entire understanding and agreement between you and Q2 regarding the subject matter of the same and supersede all other previous agreements.

Contact.

Please contact us at **866-410-6761, option 2** with any questions regarding these Terms.

Last Updated

These Terms were last updated November 1, 2022

Consent to Use of Electronic Communications and Electronic Signatures

First Merchants Bank and Q2 Software, Inc. ("Q2" and, collectively with "we," "us," and "our,") offer users of the ClickSWITCH services (the "Services") between First Merchants Bank and Q2 the capability to initiate certain financial Transactions, as defined below, through the Services.

In order to provide you information in connection with such Transactions electronically instead of on paper, the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and other applicable laws require us to obtain your advance consent electronically. We also need your general consent to use electronic records and signatures in our relationship with you relating to Transactions. *You must consent in order to proceed with Transactions electronically.*

In this Consent, "Transaction" means each instruction to authorize a direct deposit to, or an automatic payment from, a First Merchants Bank account using the Services. "Communication" means each disclosure, notice, acknowledgment, agreement, record, document or other information related to a Transaction. "You" and "your" means the individual providing consent, whether that person is the account holder, joint account owner or an individual legally authorized to act on their behalf.

Scope of Consent

Your consent applies to any Communications we provide to you or that you sign or agree to or submit at our request in connection with the Services. Your consent only applies to the Services; it does not apply to any other business you may conduct with First Merchants Bank.

How to access or request paper copies

After you have consented to receive Communications from us electronically with respect to a Transaction, a copy of the Communications related to a Transaction will be sent to you by email. If you do not provide an email address, you may still access Communications by logging into the Service and viewing your account. You may access, save to your computer and/or print a copy of the Communications you receive by email or view through the Services. You may also request, at any time, a paper copy of any electronic Communications by contacting us at 800.205.3464. We will notify you at that time if there is a charge for providing paper copies, and if you choose to avoid payment of said charge, you may revoke your request before incurring any fees.

How to withdraw your consent; consequences of withdrawing your consent

After you have given your consent to receive Communications from us electronically or provide agreement electronically, you may change your mind for any reason. To withdraw this consent, you may click on the "ESIGN Consent" icon within the Services and click "DO NOT CONSENT".

If you withdraw your consent to receive Communications electronically and elect to receive Communications in paper format only, you will no longer be able to initiate Transactions electronically using the Services and you must instead initiate Transactions by paper means. After you have withdrawn your consent, we will no longer provide you Communications electronically. Thereafter, if you wish to receive Communications in electronic format, you must provide your consent again.

How Communications will be sent to you electronically

With respect to each Transaction, we will send you Communications or request your signature or agreement electronically through the Services when you initiate the Transaction.

How to advise us of your new e-mail address

In connection with providing Communications electronically, we must maintain information about how to contact you electronically. If there are any changes in your contact information that would impact our ability to contact you electronically (such as a change in email address), telephone us at 800.205.3464.

System Requirements

To receive and review electronic Communications within the Services, you must have access to:

- an active e-mail address;
- a Current Version (defined below) of the software capable of initiating a Transaction;
- a Current Version of an Internet browser we support;
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files;
- and
- a computer and an operating system capable of supporting all of the above.

You will also need a printer if you wish to print and retain records on paper, and electronic storage if you wish to retain records in electronic form. If you have trouble printing or storing records, contact us at 1-800-205-3464 for assistance.

By "Current Version," we mean a version of the software application that is currently being supported by its publisher. From time to time, we may offer services or features that require your computer or software applications to be configured in a particular way. If we detect that your computer or software applications are not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of a software application if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with a Transaction.

If our Services requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised requirements. Continuing to use electronic Communications and electronic agreement in connection with a Transaction after receiving notice of the change is a reaffirmation of your consent.

Your consent

By clicking the '**CONSENT**' button below, you confirm that:

1. You can access, have read and understand the terms and conditions of this Consent; and
2. You have the minimum hardware and software applications described above; and
3. You consent to the use of electronic Communications and electronic records and signatures in connection with a Transaction, until or unless you withdraw such consent as described above; and
4. If you are acting as a representative of an entity in initiating a Transaction, you are authorized to, and do, consent to the use of electronic Communications and electronic records and signatures in connection with the Transaction through the Services on behalf of such entity.

