Kasasa Protect™ Services Terms & Conditions

This document contains the rules that govern our Kasasa Protect program as of August 19, 2019. Please read and agree to the following information before enrolling in and/or using any of the Kasasa Protect Services and/or Site.

Optional Add-On Service

Southwest National Bank offers **Kasasa Protect**, an optional Identity Fraud Protection And Restoration Service that includes identity theft, fraud protection and breach resolution services through a separate, third party that can be added to your Kasasa Cash®, Cash Back®, or other Southwest National Bank accounts.. This add-on service:

(a) requires your explicit authorization to add these Identity Fraud Protection Services ("opt-in"),
(b) charges a separate monthly fee and
(c) can be cancelled at any time.

Kasasa Protect - Identity Fraud Protection And Restoration Services

"Kasasa Protect: Identity Fraud Protection And Restoration Services" are provided by CSID, a part of Experian Partner Solutions "CSID" and collectively includes the following comprehensive services (collectively "Services"):

(1) Credit Services:

(a) *Reports*: an annual credit report from Experian;
(b) *Scores*: a monthly credit score from Experian and
(c) *Plotter*: a visual twelve (12)-month history of the consumer's monthly credit scores from Experian.

(2) Monitoring Services:

(a) *Public Records*: Monitors name, address & Social Security Number (SSN) across public records;
(b) *Dark Web Monitoring*: monitors across social networks, chat rooms & black market web sites for personally identifiable information including social security numbers; phone numbers; email addresses; bank account and routing numbers; credit and debit cards; and medical identification numbers;
(c) *Credit Bureau*: monitors for and will provide an email or text alert if credit inquiries, new lines of credit, derogatory credit, name changes or changes in address are detected in the consumer's Experian credit file. Credit monitoring occurs only on the credit file associated with the purchasing consumer, and does not monitor, compare or cross reference the credit file associated with the purchasing consumer to any other credit files maintained by the applicable credit bureaus;
(d) *Credit Freezes & Removals*: Kasasa Protect includes the ability to place or release credit freezes on your credit report with Experian only. Certified Specialists will help Kasasa Protect consumers place or remove this credit freeze at no additional cost. In addition, Certified Specialists will provide the consumer with contact information for the other credit bureaus; however, they will not place the credit freeze at the other credit bureaus on their behalf. In accordance with the Economic Growth, Regulatory Relief and Consumer Protection Act, credit bureaus are to provide one free credit freeze (and associated removal) per year for consumer requests made after September 21, 2018.

(3) Resolution Services:

(a) *Recovery Services*: a professional Identity Recovery Specialist will assist the consumer identify, dispute, expunge any fraudulent activities and
(b) *Lost Wallet Services*: Cancellation & replacement assistance for lost or stolen credit cards and personal documents lost due to loss or identity theft.

Terms & Conditions

These terms and conditions constitute an agreement between you, ("you", "your" or "user") and Kasasa, including its affiliates and service providers, as well as certain of our licensors and service providers (collectively, including

us, Kasasa, Ltd. and its subcontractors and licensors, and CSID, a part of Experian Partner Solutions "Experian") and its subcontractors and licensors, "Service Providers", "our", "we" or "us"), pertaining to your use of the Kasasa Protect Services and portal website located at https://secure.kasasaprotect.com. (the "Site") and/or any of its affiliated web applications described herein or made available on the Site by us. By using the Site and/ or Services, you agree to be bound by these Terms and Conditions and our Privacy Policy, available at the Site and which is incorporated herein by reference into these Terms and Conditions (collectively, the "Terms"). These Terms constitute the complete and exclusive understanding and agreement between you and us relating to the Site, Services and subject matter hereof, and replace all previous terms and conditions or similar agreements or documentation entered into between you and Service Providers, whether written or oral, relating to the subject matter hereof.

Acceptance of Terms

By accessing the Site or using any of the Services, you acknowledge that you have read, understood, and agree to these Terms and to follow all applicable laws and regulations, and agree to be liable for any noncompliance with these Terms. You understand that by accepting these Terms you are providing "written instructions" to CSID and its employees, agents, subsidiaries, affiliates, contractors, third party data and service providers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, including Experian and affiliated entities, to access your credit files from Experian and to exchange information about you with Experian in order to verify your identity and to provide the Services to you. You agree and hereby authorize CSID to provide your personally identifiable information (or, if applicable, information about any minor children you have enrolled) to third parties as provided in our Privacy Policy, as may be amended from time to time, in order to provide the Services to you (and to those children you have enrolled).You further authorize CSID to obtain information and reports about you (or about any children you have enrolled, if applicable) in order to provide the Services, including, but not limited to, credit monitoring services, credit reporting, identity monitoring, fraud resolution services, restoration services, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT ACCESS OR USE THE SERVICES.

We may from time to time update these Terms and your continued use of the Services indicates your agreement to any modification with respect to these Terms. You may not use the Services and may not accept the Terms if (i) you are not of legal age or mental state to form a binding contract with us, or (ii) you are a person barred from receiving the Services under the laws of the United States and/or other countries including the country in which you are resident or from which you use the Services.

Fees

Kasasa Protect services are provided for a monthly fee of $10.99, or $7.99 if you are a Kasasa accountholder. Kasasa Protect is available to a secondary accountholder listed on a joint account for an additional monthly fee of $5.00. Fee(s) will be automatically debited from your account on the third (3rd) of each month. Fee(s) begin on the third (3rd) of the month following your Enrollment Date and will end one (1) day after Southwest National Bank has processed your cancellation request.

Changes & Modifications:

Kasasa Protect's services, fees, providers and / or partners are variable and may change with proper notification from our institution, Kasasa, Ltd. or our Service Providers.

We reserve the right to modify or discontinue, temporarily or permanently, the Services with or without notice to you. We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any applicable laws and/or regulations. You may reject changes by

discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of an agreement with such changes.
Your access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance or repair of the Site and/or the Services or other actions that we, in our sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays or errors in the Services. We and/or our Service Providers are not liable to you or any third party should we exercise our right to modify or discontinue the Services.
Changes in terms, conditions, services, fees and / or providers, if any, will be posted on the Kasasa Protect site located at https://secure.kasasaprotect.com. We encourage you to refer to this site on a regular basis for Services information.

Requirements
To utilize Kasasa Protect you must: (1) be eighteen (18) years of age or older, (2) be a resident of the United States or any of its territories, and (3) register and maintain your unique email address (joint accountholders must each provide unique email addresses for this service) via the Kasasa Protect online portal.

Enrollment
To enroll in Kasasa Protect's Services, you must meet these conditions:

(a) Agree to the Kasasa Protect Services' Terms & Conditions and
(b) establish the Services' monthly billing and
(c) provide an accurate email address.

Upon completing these three activities you will be enrolled in the program. ("Enrollment"). The date upon which these activities are completed will be your enrollment date ("Enrollment Date").

Verification
Within one (1) business day after Enrollment, Kasasa Protect will provide you with an email that includes a link to the site (https://secure.kasasaprotect.com) and your subscriber number. After entering your subscriber number, you must verify your personal information. You agree to provide accurate, current and complete information about yourself. You agree to not misrepresent your identity. You also agree to maintain and update this information, including your email address on a regular basis to ensure its accuracy. Failure to provide and maintain accurate and complete information may prohibit your use of the Services or result in errors in information generated. ("Verification").

Portal Alerts & Notifications
Upon verifying your personal information and selecting "I accept" to the Terms and Conditions of the Kasasa Protect Site, you will be able to receive alerts and notifications through the Site. Email notifications will be sent to the email address you maintain at the Site. You understand, acknowledge, and agree that in order to receive the full complement of Services, including receiving Services' alerts and notifications via the Site, you must first verify your identity and register and maintain your email address at the Site.

Communication
We will communicate with you by email, text or by posting notices on the Site or through the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Services.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. While we will use commercially reasonable efforts to provide timely and accurate alerts, we neither guarantee the delivery or accuracy of the content of any alert. You agree that we and/or our Service Providers will not 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 reliance on an alert.
To the extent that a user requests customer service or other assistance from us, you agree that Services Providers are authorized to access and view your Account Information to provide such assistance and support.

Availability of Services
All items under these three (3) comprehensive services are available to you as identified below.
(1) Credit Services: After verification, you will be able to view all items listed under Credit Services, including credit information and alert details via the portal.
(2) Monitoring Services: All items listed under Monitoring Services will begin upon Enrollment. Viewing of Monitoring Services alerts is available upon Verification.
(3) Restoration Services: All items under Resolution Services are available upon Enrollment.

Security
You are solely responsible for (a) the accuracy, quality and reliability of any and all information provided by you, or anyone authorized by you, to or with the Site and/or Services, (b) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, "Account Information"), (c) preventing unauthorized access to or use of the information, files or data that you, or anyone authorized by you, store or use in or with the Site and/or Services (collectively, "Account Data"), (d) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information ("Communications"), and (e) without limiting the foregoing, any and all activities that occur while you utilize the Services.
We assume that any Communications received through use of the Account Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Information. We reserve the right to deny you access to the Services (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Account Information has occurred. You must inform us of, and hereby grant to Service Providers and its affiliates, third-party providers, partners, licensors, employees, distributors and agents permission to use the Account Information to enable Service Providers to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

Cancellation
You may cancel your Services at any time by notifying your financial institution of your decision to cancel. Written notices should be sent to Southwest National Bank, PO Box 1401, Wichita, KS 67201. Verbal requests should be directed to (316)291-5303. Cancellations may take one (1) or more business days to process. Once processed, your Services and access to the Site will be terminated. Some of your information may remain stored by us or our Service Providers for record keeping purposes. When cancelling, your then current month's fee will not be reimbursed or prorated. The Services' monthly fee will not be charged for the following month after a cancellation request has been processed by your financial institution. We and/or Service Providers may cancel your access to the Services at any time for any reason, including, your breach of the Terms or actions by you that reflect an inability to comply with the Terms, we are required by law, a Service Provider has terminated a relationship with us or ceased to offer the Services to you, or the provision of Services to you is, in our sole opinion, no longer

commercially viable. Southwest National Bank reserves the right to cancel your Services if the Services' monthly fees are not paid and properly fulfilled over three (3) consecutive months. Should we, our Service Provider(s) or Southwest National Bank cancel your Services, a cancellation notification email will be sent to the email address you maintain at https://secure.kasasaprotect.com.

Closure of Checking Account

Should your checking account be closed by you or Southwest National Bank any add-on products/services associated with that account, including these Services, will also be terminated at the same time. Your then current month's account and/or Kasasa Protect fees will not be reimbursed or prorated. The monthly fee(s) will not be charged for the month following termination.

Legal Notices

(1) Federal Notice. Even without our plan, you have the right to a free credit report from each of the three major credit bureaus through annualcreditreport.com or 877-322-8228, the only authorized source under federal law. (2) Southwest National Bank Notice. Southwest National Bank shall not have any liability for the accuracy of the information contained in the credit reports provided through these Services including any liability for damages, direct or indirect, consequential or incidental. (3) Free credit monitoring services are available to every active credit consumer via www.freecreditscore.com. This free service provides electronic monitoring and notifies a consumer of changes to their credit file. Kasasa Protect does not include the ability to place or release credit freezes on your credit report since the credit bureaus, in accordance with the Economic Growth Regulatory Relief and Consumer Protection Act are to provide these capabilities for free after September 21, 2018.

Use of Your Information

We, our Service Providers and/or any applicable national credit reporting agencies under the FCRA may use, modify, display, distribute, obtain any additional information and/or reports about you and/or create new materials using the Account Information, Account Data and/or your Communications to provide the Services to you. By submitting Account Information, Account Data and Communications, you agree that Service Providers may use your Account Information, Account Data and Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

Anonymous, aggregate information that does not contain personally identifiable information, comprising financial account balances, other financial account data, or other available data that is collected through users' use of the Services, may be used or licensed by us and/or the Services Providers for various purposes including but not limited to conducting certain analytical research, performance tracking, bench marking helping to improve products and services and to assist in troubleshooting and technical support.

Disclaimers of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES AND/OR THE SITE, IS AT YOUR SOLE RISK; (b) THE SERVICES AND/OR THE SITE ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE"; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND/OR OUR SERVICE PROVIDERS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES AND/OR THE SITE, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE AND/OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF THE SERVICES AND/OR THE SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE

COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES AND/OR THE SITE, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE SERVICES AND/OR THE SITE WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (e) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (f) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES AND/OR THE SITE; AND (g) THE CURRENT STATE OF THE SERVICES AND/OR THE SITE DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.
NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitations on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND/OR OUR SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE AND/OR OUR SERVICE PROVIDERS ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE AND/OR THE SERVICES.
THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN SERVICE PROVIDERS AND YOU. SERVICE PROVIDERS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF $1.00. THIS LIMITED REMEDY IS AGREED TO BY YOU AND THE SERVICE PROVIDERS AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate us and/or our Service Providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Service or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of Law by you; (c) a breach of these Terms by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against Service Providers arising out of or relating to a dispute between its users

over the terms and conditions of a contract or related to the purchase and sale of any services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.

Miscellaneous

You agree and acknowledge that if you breach these Terms, Service Providers may have no adequate remedy at law and will suffer irreparable harm as a result of such a breach and will therefore be entitled to injunctive relief without the obligation of posting a bond.

Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms will not be affected and will be found to be valid and enforceable to the fullest extent permitted by Law. All covenants, agreements, representations and disclaimers as to warranties and limitations on liability made in these Terms will survive your acceptance of these Terms and the termination of these Terms.

For all purposes of these Terms, except as otherwise expressly provided or unless the context otherwise requires:(i) the terms defined herein include the plural as well as the singular and vice-versa; (ii) all headings are for convenience only and shall not affect the interpretation or construction of these Terms; and (iii) the words "including," "included" and "includes" mean inclusion without limitation.

Choice of Law and Forum for Disputes

By visiting or using the Site and/or the Services, you agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and Service Providers, our officers, directors, employees, agents or affiliates must be brought in Travis County, Texas, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, Service Providers are able to offer the Services as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms. You also acknowledge and agree, with respect to any dispute with us and/or our Service Providers arising out of or relating to your use of the Services or these Terms, that: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

Trademarks & Credits

Kasasa and Kasasa Protect are trademarks of Kasasa, Ltd., registered in the U.S.A. CSID and Experian are registered trademarks of Experian Partner Solutions, Inc.