



PASSPORT INTERNET BANKING SERVICE AGREEMENT

I. Terms and Conditions

A. Introduction

This Internet Banking Service Agreement ("Agreement") governs the use of the CAPSTAR BANK's PassPort Online Banking System ("Services"). The Services allows you to perform a number of banking functions through the use of a personal computer and the Internet. This Agreement establishes the terms and conditions for electronic access to the internet banking system ("System"). When you use any of the Internet Banking Services described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean CAPSTAR BANK. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder named below and anyone else authorized by that account holder to exercise control over account holder's funds through the System. "Account" or "accounts" means your accounts at the Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts (including Bill Payment) using the System.

You are an individual, then you agree to use our Services for consumer transactions only. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account of yours that is established primarily for personal, family or household purposes.

B. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, in addition to your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

C. Using PassPort Online Banking

To use the System, you must have at least one checking account at the Bank, acquire the computer hardware and software required to access the Internet, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, firewall, anti-virus software, anti-spyware software and a valid e-mail address. You may self-enroll by going to CAPSTARBANK.com and follow the link to the System. Once you are on the sign-on page click on the "sign-up" link to enroll. You will choose the account type for enrollment. You will be asked to create your user id, password, and you will choose an image and questions to answer as part of the Secure Sign-On process. The System can be used to access only the account(s) which you are an individual or joint owner of. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the account holder.

D. Enrollment and Usage

Enrollment access is based upon the type of custodial account arrangement you have with the Bank:

1. Individual Accounts. Sign this Agreement and complete the Internet Banking Enrollment Form for your individual account. Persons with individual accounts may also access joint accounts for which they are an owner.
2. Joint Accounts. There are two ways to enroll for the System for joint accounts. Both account holders may enroll separately and each will have his or her own separate "Agreement". Each such joint account holder is subject to separate fees as applicable. Alternatively, one holder of a joint account can enroll for the System and be issued a User ID, Password and Authentication Method for each account holder and be subject to fees for one person. You are liable for all transactions that you, or any other user that you provide your User ID, Password and Authentication Method, in addition to other User IDs, Passwords and Authentication Methods issued to joint account holders, even if the person(s) you authorize exceeds your authority. Persons listed in the Internet Banking Enrollment Process will only be able to access accounts for which they are designated as an owner or signer.

The System can be used to access only the Bank accounts that you have designated for use in this Agreement. You may request to add or delete any of your Bank accounts from this Agreement by contacting us via email at consumerebanking@capstarbank.com, or by calling 615.732.6400, PassPort Online Banking.

E. Your Responsibility When the User ID, Password and Authentication Method are Used

In your electronic communications with us, you must use your User ID, Password and Authentication Method to initiate a secure System session with us. You may then use the tools provided by us within the System.

When we commence your ability to access the System, we will require you to create a Password. You will be required to change your Password periodically. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent the Bank.

Your Password must be at least minimum of eight (8) characters in length and consist of both alpha and numeric characters for purposes of security. Some special characters are allowed. We recommend that you create a Password that utilizes both upper and lower case characters as passwords are case sensitive. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to the Service under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your User ID, Password and Authentication Method. You agree that if you



give your User ID, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID, Password and Authentication Method will have access to the Service.

You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued are protected and kept confidential. In your review of the System, including those aspects of the System pertaining to the issuance, use, and protection of User ID's, Passwords, Authentication Methods and security procedures, you agree to notify the Bank in the event your use of the System would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to indemnify and release the Bank from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of the System, the Service used in conjunction with your User ID, Password and Authentication Method, you authorize the Bank to complete the transaction. Any requests or instructions we receive from you through the System using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your User ID, Password and Authentication Method.

Your access to the System will be blocked in the event your User ID, Password and Authentication Method is entered incorrectly on six (6) consecutive attempts. If this happens, please call us at **877-258-5268**

F. Data Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your paper statement or e-statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

G. Services

You can use the System to access these Services:

1. View current balance information on your Bank accounts;
2. View Bank account history
3. Transfer funds between your Bank accounts;
4. Make on-us loan payments;
5. View check images;
6. Make stop payment requests;
7. Make transfers to an external account;
8. Export history information in a Quicken, QuickBooks, or spreadsheet format; or
9. Pay bills.

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

Information shown on the System is generally up to the minute. The available account balance may include deposits still subject to verification or other items memo posted to the account (e.g., debit card activity) and may not include outstanding checks or credits. The current balance is a count of items posted to the account. Transfers initiated through the System may not result in immediate availability because of the time required to process the request. Please contact us if you have further questions.

H. Posting of Transfers

One time, non scheduled, transfers initiated through the System are real time and will post to your accounts immediately on the business day on which they are initiated. Scheduled transfers will post at 2:00 AM CST on the effective date of the transfer. You agree to communicate with



any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts.

I. Stop Payment

You may initiate stop payment requests online via the System only for paper checks you have written (non-electronic) on your Bank accounts. The System allows you to: (1) place a stop payment order request of up to six (6) months in duration; or (2) determine the paid status of a check. If you use the Services stop payment feature, then you must follow the procedures and specification described in this Agreement.

The cut-off time for us to receive a stop-payment request is 10:00 pm CST on a business day and a stop payment request received after that time or on a non-business day will be processed on the next business day. You must provide the Bank with complete and accurate information, as requested by the system, in a timely manner. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item or check. The Bank shall have no responsibility to determine the accuracy of such information. Stop payment requests which cover a range of checks or items that are missing or stolen will be processed without regard to the dollar amount. The Bank is not responsible for stop payment requests received for items or checks that have already cleared or been paid from your account. The Bank may provide you notice of the actual stop payment of a check by making such information accessible to you online via the System. Stop payment orders are effective for only six months unless renewed by you prior to expiration of the original order. From time to time, Services may be inoperable. If that occurs, your request can be communicated to the Bank by telephone instructions.

You agree to indemnify the Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by the Bank because of refusing payment pursuant to your stop payment order. You agree not to hold the Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by you are returned insufficient. You agree that any stop payment placed on any check issued on your accounts represented on PassPort Internet Banking may be relied upon by the Bank to have been placed by an agent of you duly authorized to place the stop payment, and the Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.

We currently impose a stop payment fee of \$15.00 for each stop payment request on a check or item. This fee will be deducted from the account which the check or item was initiated or drawn on. Stop payment order on a Bill Payment will depend on the payment method and whether or not a check has cleared. To stop payment on a Bill Payment see "Bill Payment" below.

J. System Bill Payment

Service Definitions. "Service" means the Bill Payment Service offered by the Bank.

"Agreement" means these Terms and Conditions of the bill payment service. As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, as well as any authorized users of the Service that such person allows, subject to the parameters of multiple user access as set forth within the application.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day your Payment Account will be debited and is also the day the Service will begin processing your payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

Payment Scheduling. When scheduling payments you must select a Scheduled Payment Date that is no less than Five (5) before the actual Due Date, not the late date or the grace period for payments being made by check, and three (3) days for payments made electronically.

Payment Authorization and Payment Remittance. You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.



The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods. The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within **TIME PERIOD**. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited through the Service.

Exception Payments. Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

Bill Delivery and Presentment. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. **Information provided to the Payee** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all User IDs, Passwords and Authentication Methods for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
2. **Activation** - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to 30 days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
3. **Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
4. **Cancellation of electronic bill notification** - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to 60 days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.



5. Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
6. Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

Exclusion of Warranties. THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

User ID, Password and Authentication Method Security. You agree not to give or make available your User ID, Password and Authentication Method or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your User ID, Password and Authentication Method or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (877) 258-5268 during customer service hours.

Errors and Questions. In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

Telephone us at **877-258-5268** during customer service hours; and/or, Write to us at:

Attn: PassPort Banking
201 4th Avenue North
Suite 950
Nashville, TN 37219

And or email us at:

consumerebanking@capstarbank.com

Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

When it is necessary to complete transactions;

When it is necessary to activate additional services;

In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;

To a consumer reporting agency for research purposes only;

In order to comply with a governmental agency or court orders; or,

If you give us your written permission.

Service Fees and Additional Charges. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

For any amount not reimbursed to the Service within 24 hours of the initial notification, a late charge equal to a percentage of the transaction based on the then current prime rate or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

You will reimburse the Service for any fees imposed by your financial institution as a result of the return;

You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

The Service is authorized to report the facts concerning the return to any credit reporting agency.



Alterations and Amendments. This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

Address or Banking Changes. It is your sole responsibility to ensure that the contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension. In the event you wish to cancel the Service you may contact customer service via one of the following:

Telephone us at **877-258-5268** during customer service hours; and/or Write to us at:

Attn: PassPort Banking
201 4th Avenue North
Suite 950
Nashville, TN 37219

And/or email us at:

consumerebanking@capstarbank.com

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Payee Limitation. The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments. In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization. Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

Disputes. In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by referring to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, verbal or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment. You may not assign this Agreement to any other party. The Service may assign this Agreement to any future affiliated company, directly or indirectly. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver. The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

K. Overdrafts (Order of Payments, Transfers, and other Withdrawals)



If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic funds transfers involving currency disbursements, such as ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be cancelled; and
3. In the event the electronic fund transfers initiated through the System which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

L. Business Days

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

M. Contact in Event of Unauthorized Transfers

If you believe that your User ID, Password or Authentication Method has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at **(877) 258-5268**, or email us at consumerebanking@capstarbank.com immediately.

N. Limitations on Transfers

In addition to the limitations elsewhere described, there are frequency limits that apply when transferring funds from a savings or a money market account. Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including transfers you request using the Service - from money market deposit and savings accounts. You may make a maximum of 6 preauthorized, automatic or telephone transfers per monthly cycle on a savings or money market account. No more than 3 of the 6 may be made by check, draft or debit to third parties, including point of sale ("POS") transactions. If you exceed these limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account. Each transfer or payment you request through the Services from your money market deposit or savings account is counted as one of the six or three limited transfers you're permitted each monthly cycle. However, payments to your loans at the Bank are not counted toward this limit. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

O. Confidentiality

We will disclose information to third parties about your account or the checks you deposit:

1. When it is necessary for completing deposits, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us written permission.

P. Communications Between the Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. E-mail - You can contact us by e-mail at consumerebanking@capstarbank.com (Please note that banking transactions through the System are not made via e-mail.);
2. Telephone - You can contact us by telephone at **(877) 258-5268**;
3. Facsimile - You can contact us by fax at **(615) 732-6401**;
4. Postal Mail - You can write to us at:

Attn: PassPort Banking
201 4th Avenue North
Suite 950
Nashville, TN 37219

5. In Person - You may visit us in person at any one of our locations:

201 4th Avenue North
Suite 950
Nashville, TN 37219

Q. Contacting Bank Via E-Mail



Sending an e-mail through the System is one way to communicate with us. However, you agree and acknowledge that e-mail is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System.

Do not send account information or transaction information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails.

R. Periodic Statements

You agree that to the extent permitted by law, receipts, notices and disclosures associated with the System may be provided to you by e-mail, facsimile or over the Internet, either as part of a System session or otherwise. You will not receive a separate System statement; however your transactions involving transfers to or from your deposit accounts will be reflected on your monthly account statement. You may use the System to view activity in your account as indicated on the Internet Banking Enrollment Form. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

S. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

T. Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others, in connection with the System or Service(s) provided to you under this Agreement. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the System, the suitability of the Service, and with respect to any documentation. This paragraph shall survive the termination of this Agreement by either account holder or the Bank, and also limits the liability of any agent, employee or affiliate of the Bank. We do not and cannot warrant that the System will operate without errors, or that any or all Service(s) will be available and operational at all times.

Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.

U. Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

V. Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

W. Waiver

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

X. Assignment

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and the Bank's successors and assigns.

Y. Entire Agreement

This Agreement, together with the Internet Banking Enrollment Form, constitutes the entire agreement between you and the Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

Z. Change in Terms

The Bank may from time to time and any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a



change that involves a new term or a change that involves conditions not otherwise contemplated by account holder or the Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. Further you agree that your continued use of the Services constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the System to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

AA. Termination

We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:

1. If you breach this or any other agreement we may have with you;
2. If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
3. If there is conflicting claims as to the funds in any of your account(s);
4. If you request us to do so;
5. If you do not access the System for a period of six (s) months or longer;
6. If you have insufficient funds in any one of your Bank accounts; or
7. If you do not designate a new Primary Account immediately after you or we close your Primary Account.

You may cancel your System at any time by fax, e-mail, calling us at **(877) 258-5268**, or by writing to us at **201 4th Avenue North Suite 950 Nashville, TN 37219**. Your access to the System will be suspended within 48 hours of our receipt of your instructions to cancel the System. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the System and does not terminate your other relationships with us.

BB. Governing Law

This Agreement is governed by applicable federal laws and the laws of the State of TENNESSEE (except to the extent this Agreement can and does vary such rules or laws).

1. Ownership. You acknowledge and agree that all rights, title and interest in and to the System and the Support Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the System and the Support Documentation are:
 - A. Owned exclusively by the Bank and its licensors;
 - B. Represented or contain valuable rights of the Bank and its licensors; and
 - C. Protected under United States patent, copyright, trademark and trade secret laws of general applicability.

No other license or interest in the System or Support Documentation, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

- A. Put to issue the scope, validity or ownership of the Bank's (or its licensors') intellectual property rights in the System and Support Documentation;
- B. Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
- C. Assert any ownership rights to the System or Support Documentation; or
- D. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the System, Support Documentation or any packaging, and shall include any copy of the System or Support Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the System or Support Documentation, or any right, title, interest or license in or to any trademark of the Bank or its licensors but only a limited right of use (revocable in accordance with the terms hereof).



You hereby assign to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to the System or the intellectual property rights to the System, and any other computer code using any of the System.

You agree to:

- A. Cooperate with the Bank and its licensors to protect the System, including in connection with any lawsuits or disputes involving the System;
- B. Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the System; and
- C. In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the System by others:
 - Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
 - Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.
2. **Termination.** You acknowledge and agree that the license to the System and Support Documentation will terminate upon the termination of this Agreement, or the termination of the Bank's license to the System and Support Documentation.
3. **Limitation on Liability.** The Bank's Licensors shall have no liability of any nature to you, or any third party, for damages, liabilities or claims, whether in contract, tort for negligence, infringement or otherwise, including without limitation damages, liabilities or claims arising from or under this Agreement, error in the System, or for any injury, damage or loss resulting from such error, or from any use of the System. Notwithstanding the generality of the foregoing, in no event will such licensors be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or good will, even if such licensors have been advised of the possibility of such.
4. **Compliance with Law.** You shall not export, re-export or otherwise transfer, directly or indirectly, the System or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).
5. **Assignment.** You may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this provision shall be void.
6. **Further Assurances.** You agree to, at your expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by the Bank from time to time, for the purpose of fully effectuating the intent and purposes of this Agreement, and to protect the interests of the Bank, its licensors, and their respective successors and assignees.
7. **Injunctive Relief.** You acknowledge that violation of your commitment regarding the security and use of the System may cause irreparable injury to the Bank and/or its licensors, and agree that the Bank be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.
8. **Survival.** You agree that the provisions of this section of the Agreement survive termination of the license granted hereunder and the termination of this Agreement.

II. Terms and Conditions

Section II applies only to Consumer and Consumer Transactions.

A. Liability for Unauthorized Use

Tell us AT ONCE if you believe that your User ID, Password or Authentication Method has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit if you have one).

If you tell us within two business days, you can lose no more than \$50.00 if someone used your User ID, Password and Authentication Method without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your User ID, Password and Authentication Method, and we can prove that we could have stopped someone from using the User ID, Password and Authentication Method without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.



If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

B. Error Resolution

Telephone us at (877) 258-5268 or email us at consumerebanking@capstarbank.com , or write to us at 201 4th Avenue North Suite 950 Nashville, TN 37219, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

C. Financial Institution's Liability

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line (if any).
3. If the System wasn't working properly, and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. If there are other exceptions stated in our agreement with you.

E. Fees and Charges

You agree to pay the fees and charges, if applicable, for your use of the System as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System is set forth in the Bank's Schedule of Fees. You agree that all such fees and charges will be deducted from the Bank checking account designated in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System.

Customer

Date

Customer

Date