

We've updated our Online & Mobile Banking Agreement.

What's New:

- We've added a table of content with hyperlinks for each section.
- Effective April 14, 2025, we've added new functionality in Online & Mobile Banking that allows a user to digitally send a wire transfer and manage wire templates for recurring wires.
- Please see the Digital Wire Services section for details.

## ONLINE AND MOBILE BANKING AGREEMENT

This Online and Mobile Banking Agreement ("Agreement") sets forth the terms and conditions for the use of Online and Mobile Banking, Statements & Documents, Bill Pay, Mobile Deposit, Interact, and SECURLOCK™ EQUIP services ("Service") that Republic Bank & Trust Company (hereafter referred to as "Republic Bank", "Republic," "the Bank", "our," "us," or "we") may provide to you ("you," "your" or "User"). This Agreement describes your and our rights, responsibilities, and obligations.

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### CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

Republic Bank & Trust Company ("Republic Bank", "we", or "us") may be required by law to provide to you certain Communications (defined below). For the purposes of this E-SIGN Disclosure and Consent, "Communications" means any disclosure, notice, contract or agreement or loan agreement, promissory note, fee schedule, statement, tax notice, transaction history, record, document, text message, message, and/or other information we provide to you, or that you sign or submit or agree to at our request.

We may, at our option provide you with some or all Communications relating to any account you have with us in an electronic form (each, an "Electronic Communication") unless you tell us otherwise in accordance with the procedures described herein. We may provide Electronic Communications to you via email at the email address that you have provided to us (your "Designated Email") or when you log into your Online or Mobile Banking Account. At our option, we may provide any or all Communications to you via mail at the address that we have on record for you in lieu of or in addition to an Electronic Communication. It is your responsibility

to keep your email address and physical address information on file up to date. See below for instructions on how to update this information. In addition, at our option, we may ask you to complete an additional authorization and consent for certain Electronic Communications, or we may request that you re-confirm your authorization and consent in certain instances.

At any time, you may request from us a paper copy of any Electronic Communication provided or made available to you by us. You can obtain a paper copy of Electronic Communications by printing it/them yourself. You can also contact us at (888) 584- 3600, contact us via Live Chat, or submit an Easy Support ticket through your Online or Mobile Banking Account to request a paper copy. We may, at our option, assess a fee for delivery of the paper copy to the extent permitted by applicable law.

In your Online and Mobile Banking account, we provide you the opportunity to request to receive certain categories of Electronic Communications via ordinary mail in addition to receiving them electronically on an ongoing basis. Please note that any such request **is not** a revocation of your consent to receive Electronic Communications. To update these communication preferences, simply log in to your Online or Mobile Banking Account to access Statements & Documents in the navigation menu. Once in Statements & Documents, click on the Delivery Preferences button to update your preferences. If you choose to receive periodic statements by mail in addition to electronically, you may be charged a Paper Statement Fee each statement cycle for which a periodic statement is mailed to you in accordance with your Deposit Account Rules and Important Disclosures for Personal Accounts (“Deposit Account Rules”) and Fee Schedule. Please refer to your Deposit Account Rules and Fee Schedule for rate of charge. If you wish to revoke your consent to receive Electronic Communications, you must either call us at (888) 584-3600, contact us via Live Chat, or submit an Easy Support ticket through your Online or Mobile Banking Account stating in that you no longer wish to receive Electronic Communications. If you revoke your consent to receive Electronic Communications, we will provide Communications to you via mail at the postal address that we have on file for you in our records. Revoking your consent to receive Electronic Communications will terminate your access to our Online and Mobile Banking System and automatically update your communication preferences to paper for all Communications. While there is no fee for processing the request to revoke your consent to receive Electronic Communications, you may be charged a Paper Statement Fee each statement cycle for which a periodic statement is mailed to you in accordance with your Deposit Account Rules and Important Disclosures for Personal Accounts. Please refer to your Deposit Account Rules and Important Disclosures for Personal Accounts for rate of charge.

It is your responsibility to notify the us when your address or email addresses changes, and to keep this information up to date. You may change the address on file for you in our records by calling us (888) 584-3600, via Live Chat, by submitting an Easy Support ticket in your Online or Mobile Banking Account, or submitting the Update Contact Information form in Online Banking. To let us know of a change in your email address where we should send Electronic Communications to you, you may call Republic Bank at (888) 584-3600, via Live Chat, by submitting an Easy Support ticket in your Online or Mobile Banking Account, or updating your email address in the My Settings menu option in Online & Mobile Banking.

The following bulleted list sets forth the hardware and software requirements necessary to access Online Banking and Mobile Banking in order to view and retain Electronic Communications.

#### Online Banking

- An Internet connection and up-to-date internet browser that is compatible with, and supported by, your operating system (e.g. Edge, Firefox, Google Chrome, or Safari). Note: Beta versions of browsers and operating systems are not recommended or supported.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit

- Portable Document Reader capable of opening and displaying a PDF file
- An e-mail account with an Internet Service Provider and e-mail software.
- A personal computer, tablet computer, or mobile phone with an operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, new Electronic Communications.
- A phone capable of receiving a voice call and/or SMS Text Message with a One-Time Passcode.
- Cookies and JavaScript must be enabled.

#### Mobile Banking

- Current Version of Apple iOS or Android Operating System (Note: Beta versions of operating systems are not recommended or supported.)
- Most current version of Republic Bank mobile application
- A phone capable of receiving a voice call and/or SMS Text Message with a One-Time Passcode.

These hardware and software requirements are subject to change. If these requirements changes, we will provide notify you of revised hardware and software requirements, at which time you will have the right to withdraw your consent to receive Electronic Communications.

Please visit the Online Banking page on [www.republicbank.com](http://www.republicbank.com) for recommended software and web browsers that have been tested and certified to display all information and features of Online & Mobile Banking correctly. You are responsible for the set- up, security, and maintenance of your computer, modem, and software. You agree that we are not responsible for any errors, failures, or security breaches resulting for any malfunction of your computer or any virus or other problems generated by your computer, modem, or software. For security reasons and your protection, we reserve the right to place a hold on your Online and Mobile Banking and block access to you accounts online if we detect that you are logging in on a device with malware and/or a computer virus.

By clicking the “Complete Sign up” button during Online & Mobile Banking enrollment or clicking the “Accept” button during the re-disclosure process, I acknowledge, agree, and confirm that:

- I have access to the necessary hardware and software requirements. These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you in our records providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent to receive Electronic Communications.
- I can access, have read and understand the Consent to Receive Electronic Communications disclosure.
- I have read and understand this Online & Mobile Banking Agreement
- I can print Electronic Communications on paper or save or send the disclosure to a place where I can print it or access it for future reference
- Until or unless I notify Republic Bank as described above, I consent to receive all Communications provided or made available to me by Republic Bank as Electronic Communications.

## ESTABLISHMENT AND USE OF ONLINE AND MOBILE BANKING

Eligibility Requirements: In order to activate Online and Mobile Banking services for your account at [republicbank.com](http://republicbank.com), you must have at least one eligible account with Republic Bank. An "eligible account"

includes a personal checking, savings, or money market account; a home equity line of credit; or a real estate or installment loan; but does not account for which two signatures are required for withdrawals. You must also establish an Online Banking username and password. You may be asked to change your password from time-to-time for security reasons through our system. You should keep your username and password in a secure location. **Never share your username or password. Republic Bank associates will never ask for your password.** Any person having access to your username and password may be able to access your accounts through Online Banking and perform all available transactions including reviewing account information and making transfers from your accounts to other accounts or merchants.

## ELECTRONIC BILL PAYMENT AUTHORIZATION

You authorize Republic Bank to post payment transactions generated by telephone, live chat, mobile banking app, or through online Bill Pay service at republicbank.com to the account you have designated via electronic form. You understand that you retain full control of your account. If at any time you wish to discontinue your online Bill Pay service, you will provide written notification to the Bank. Your use of the online Bill Pay service signifies that you have read and agree to all terms and conditions regarding the use of the online Bill Pay service.

A “send on” date is selected by the user which displays the estimated “deliver by” date based upon the payee’s configuration within the Bill Pay system. Companies listed in the Bill Pay database are generally configured for electronic payments however each company controls how they receive electronic payments or if a physical check is issued and mailed on your behalf. Payees that are not located in the database can be entered manually by providing their billing address. Payments sent to a manually entered payee will be delivered by physical check. Payees entered manually may enroll for electronic payments by using information provide with their first payment.

The payment will initiate on the “send on” date selected. Funds will debit from your funding account one to two business days after the “send on” date. Payments may be canceled on or before the “send on” date at no charge. Once the payment has initiated on the “send on” date, payments sent electronically cannot be stopped and must be resolved with the payee for a refund. Payments sent as a physical check may be stopped as long as the check has not been cashed. The Bill Pay Stop Payment Request fee will apply to all stopped checks. Debiting funds from your account does not guarantee the payee has received the payment. If a payee informs you they have not received a payment it is your responsibility to contact the bank so we may investigate the missing payment.

You understand that payments requested through the online Bill Pay service may take up to five (5) business days to process before they are provided to the merchant you have requested they be sent. Payments may be sent by the Bank either electronically or via paper check. The Bank is not liable for any service fee or late charges you may have to pay resulting from scheduling a transaction through the online Bill Pay service. You also understand that you are solely responsible for any losses, fees, or penalties that you might incur due to the lack of sufficient funds or other conditions that could prevent the withdrawal of funds from your account.

The following fees are currently assessed for the online Bill Pay service:

Online Bill Pay Service	FREE
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Bill Pay Stop Payment Request	\$25.00 per request
Bill Pay Check Copy	\$10.00 per check
Expedited Bill Payment	\$5.00 per payment sent via electronic delivery
	\$25.00 per payment sent via check delivery

These fees are assessed in addition to any applicable Bank fees disclosed to you on your account agreement and the Bank's Fee Schedule.

**Pre-Authorized Payments via Online Bill Pay:** You may use the online Bill Pay service to schedule current, recurring, or future payments to merchants from your account. You must designate the merchants to whom you want payments to be made and provide the account numbers and other requested information to the Bank to ensure that payments are properly processed and credited. By designating merchants and transmitting payment instructions, you authorize Republic to follow your payment instructions and transfer funds from your designated account to the merchants according to your instructions. If there are insufficient funds in your account to make your requested payments, the Bank may refuse to make the payments you have authorized or allow the payment to be paid by overdrawing your account. In either event, you agree to be responsible for any non-sufficient funds (NSF) and/or overdraft fees you may incur. For current fees, please consult our Fee Schedule.

## MOBILE DEPOSIT SERVICE

This Agreement supplements the terms of other agreements you have entered into with the Bank, including the Account Rules and related fee schedules and disclosures that govern the terms, conditions and fees of your deposit account(s) with us, each as may be amended from time to time (such deposit account agreements, fee schedules and related

disclosures being referred to hereinafter individually as an "Account Agreement" and collectively as the "Account

Agreements"). The terms and conditions of your Account Agreement are incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and your Account Agreement the terms of this Agreement shall control as it regards the provision of the Service.

1. **Mobile Deposit Services.** The Service is designed to allow you to make deposits to eligible accounts by scanning checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. The accounts eligible for mobile deposit will display in the "To" account selection option during the mobile deposit process (each such account hereinafter referred to as an "Authorized Account").

Each such deposit is referred to in this Agreement as a "Mobile Deposit Transaction." By using the Service you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. By using the Service, you authorize the Bank to request, and obtain from time to time, credit reports or other information from any consumer reporting agencies. The Bank reserves the right to change the Service at any time and in any manner in its sole discretion. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

2. **Acceptance of these Terms.** By electronically accepting this Agreement, you are agreeing to all of the terms outlined within it. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this

Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement.

3. **Limitation of Services.** When using the Service, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

4. **Fees.** We currently do not charge a Mobile Deposit Fee for use of the Service. This Fee can be changed at any time per the Bank's discretion. We will notify you at least 30 days before we begin charging or increase the Mobile Deposit Fee. Continued use of the Service after we provide notice of the change in the fee amount indicates your acceptance to pay the new Mobile Deposit Fee amount.

5. **E-mail Address.** You agree to notify us immediately if you change your e-mail address and that your

Notification will be made by following our procedures for updating personal information. You understand that the e-mail address that we have on file for you is the address where we will send you notification of Mobile Deposit Transactions that have been accepted or rejected, any applicable notices regarding a delay in the availability of funds as well as any other information about the Service we deem necessary to communicate to you. We are not responsible for any losses incurred as a result of you not receiving or otherwise not reading notifications or confirmations, we send to you.

6. **Eligible Checks.** You agree to scan and deposit only checks as the term "check" is defined in the Expedited Funds Availability Act as implemented by Regulation CC. You agree that you will not use the Service to scan and deposit any checks as shown below:

- a. Checks payable to any person or entity other than you.
- b. Checks containing alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- c. Checks previously converted to a substitute check, as defined in Regulation CC.
- d. Checks drawn or payable through any foreign bank or a financial institution located outside the United States.
- e. Checks that are remotely created checks, as defined in Regulation CC.
- f. Checks not payable in United States currency.
- g. Checks dated more than 6 months prior to the date of deposit.
- h. Checks that are in any way incomplete.
- i. Checks prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
- j. Checks on which the numerical and written amount are different.
- k. Checks that have been previously returned unpaid by the financial institution on which they are drawn.
- l. Checks that are payable to cash.
- m. Money Orders.

7. **Business Days and Funds Availability.** For purposes of determining the availability of funds deposited via the Service, Mobile Deposits Transaction a resubmitted as an electronic image and therefore not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 8:00 pm

Eastern Time Monday through Friday (excluding Federal Holidays), we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Checks are subject to verification by Republic Bank and may be rejected for any reason without liability to you. We reserve the right to place a hold on any check transmitted using the Service based on such factors as the length and extent of your relationship with us, transactional history, and such other factors as the Bank, in its sole discretion, deems relevant.

8. Qualifications. Use of the Service is subject to Bank approval and an eligible account. Your account(s) must meet qualification criteria set by the Bank to determine your eligibility. We will review all accounts for which you are a signer in order to determine your qualification for the Service. We will notify you of our decision regarding your qualification for the Service.

9. Image Quality. The image of a check transmitted to the Bank using the Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- a. The amount of the check;
- b. The payee;
- c. The drawer's signature;
- d. The date of the check,
- e. The check number;
- f. Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field;
- g. Other information placed on the check prior to the time that the image is captured (such as any required identification on the front of the check or any endorsements applied to the back of the check).

10. Endorsements. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and the words "for mobile deposit" Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

11. Receipt of Check Images. We reserve the right to reject any check image transmitted through the Service, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. The mobile deposit success

screen displayed after submitting a deposit in the mobile app is confirmation that the deposit has been submitted to the Bank however it does not mean that the transmission was error-free or complete, or that your Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

12. Returned Deposits. Any credit which we deposit into your account immediately following a Mobile Deposit Transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our fee schedule and

Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.

13. **Disposal of Transmitted Checks.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as “Electronically Presented” or “VOID” and to properly store the check to ensure that it is not presented again for payment. You agree any check that has been transmitted through the Service will not be presented by you or any person again. You agree to retain all checks that you have deposited through the Service for at least 30 business days and, following the 30-day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank’s audit purposes. If you fail to promptly provide the original check or a reasonable copy of the check in response to a request by us, you agree to request a new check for deposit from the check’s originator. If you fail to provide any copy of a check and cannot obtain a new check from the originator, you agree that we are authorized to debit your account for the amount of the check in question if we deem this action necessary. You will be solely responsible for any losses incurred as a result of the failure to promptly provide a retained check or replacement check in response to our request.

14. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.

15. **Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time on the Service website. You will also be required to download and install the Service application to your smart phone device from your wireless service provider. See <http://www.republicbank.com/mobile> for current hardware and software specifications. The Bank is not responsible for any third-party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Service.

16. **Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

17. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or



Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, retain all rights, title and interests in and to the Service, Software and Development made available to you.

18. Account holders Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. (Intuit) and Vertifi Software, LLC (Vertifi), and hold harmless Intuit, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Service, Vertifi or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY MOBILE DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW

## END USER LICENSE AGREEMENT TERMS FOR THE SECURLOCK™ EQUIP SERVICE

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the software to be used for access to mobile services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights

not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

6. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English

language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

7. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

By accessing Card Alerts and Controls, you agree to the End User License Agreement Terms for the Securlock™ Equip Service and authorize Republic Bank to send alerts via push notifications to your device. If you have enabled SMS and/or Email Alerts and Notifications with Online Banking, you authorize Republic Bank to send card alerts through these channels. Message and data rates may apply. The frequency of alerts is dependent on your settings in Cards Alerts and Controls.

## DIGITAL WIRE SERVICES

Digital Wire Services is a fast way to send money electronically to a domestic (U.S.) or an international recipient's bank account. **Only wire money to people you know or recipients you have verified. Be aware of wire scams**, because once the wire is sent, you may not be able to recover your money.

### 1. Protect Yourself Against Wire Scams

#### **Know the signs of a scam. The requestor:**

- Sends you wire instructions via email (e.g., loan closing – always verify details by phone)
- Contacts you unexpectedly
- Claims there is an emergency
- Pressures you into paying immediately
- Only accepts payments via wire, gift cards, or crypto currency
- Tells you to “keep it secret” or instructs you “how to answer questions at the bank”
- Makes an offer or opportunity that sounds too good to be true
- Asks for your personal information

#### **Known Common Wire Scams:**

- Imposter: “I’m with the IRS, and you owe back taxes. If not paid immediately, a lawsuit will be filed against you.”
- Romance / New Friend: “I want to meet you in person, but I can’t afford to travel. Can you send me money?”
- Family Emergency: “Grandma, I’m in trouble – I need money fast.”
- Lottery Winnings: “Congratulations! You’ve won the lottery! We will need to collect taxes prior to your payment.”
- Investment Opportunity: “This is a once-in-a-lifetime opportunity with a big payout!”
- Tech Support: “We’ve detected malware on your computer. Let’s get that fixed for you for a small fee.”
- New Job / Remote Work: “We’ve sent you funds to purchase computer equipment to work remotely from home but we sent too much. Please send the overage amount back to us as soon as possible.”

### 2. Service

The following wire types are available to send through our Digital Wire Services functionality.

**Domestic Wire Funds Transfer:** A wire funds transfer sent to a bank within the United States, including its territories.

- a. You need the recipient's name, address, amount, account number, ABA routing, and any special instructions for wires.
- b. The cut off time is 2 PM ET Monday through Friday, excluding [holidays](#). Domestic Wire requests submitted after 2 PM will be reviewed and processed the next business day if accepted.

**International Wire Funds Transfer:** A wire funds transfer sent from the United States to a bank outside the United States. If you need to submit an International Wire with a foreign currency, please call our Contact Center by calling 1-888-584-3600.

- a. You need the recipient's name, address and bank information, including SWIFT code and account number.
- b. Cut off time is 2 PM ET Monday through Friday, excluding [holidays](#). Domestic Wire requests submitted after 2 PM will be reviewed and processed the next business day if accepted.
- c. Some countries require specific bank identifiers (e.g. Canada's Transit Code or India's IFSC code), or account identifiers (e.g. IBAN, or CLABE for Mexico).
- d. You understand that international wires are not FDIC insured and that the delivery of international wires may take two weeks or longer to be received at their final destination.
- e. You must be available to receive and authorize a final disclosure document confirming the wiring instructions for your wire to be processed.

### 3. FEES

The following fees are currently assessed for the Digital Wire Service. These fees are assessed in addition to any applicable Bank fees disclosed to you on your account agreement and the Bank's Fee Schedule.

Digital Wire Service	FREE
Domestic Wire Request	\$30.00 per request
International Wire Request	\$60.00 per request

### 4. Digital Wire Form Instructions

- A. By submitting a Digital Wire Form request digitally by means of the Bank's Online & Mobile Banking System, you acknowledge that the Bank shall process Payment Orders and the wire based solely upon information provided by You. You shall be solely responsible for the accuracy and completeness of Wire Form request. Bank will rely on the account number identifying a Beneficiary Wire Form without incurring any liability, even if the form contains a name or other information that is inconsistent with such number. Similarly, Bank will rely solely on the number identifying a bank or other financial institution in the Wire Form without incurring any liability.
- B. Bank may refuse, without incurring any liability, to process a Wire Form (a) which is not in accordance with Bank's requirements, as in effect from time to time; (b) for which Bank is not able to obtain any necessary authentication; (c) which would result in a debit to the Account exceeding available funds in the Account; (d) which Bank believes is ambiguous or incomplete; (e) which Bank in its sole discretion believes is improper ; or (f) if, in Bank's sole judgment, Your financial condition is impaired or Bank suspects fraud or unlawful activity.

## 5. Amendment or Cancellation

Bank shall have no obligation to process a Wire Form request or cancelling a Wire Form request unless Bank receives such Instruction at a time and in a manner affording Bank a reasonable opportunity to act before making the Transfer. If You request Bank to attempt to recover transferred funds, You shall indemnify and hold Bank harmless from and may be required to deposit funds or provide other payment assurances satisfactory to Bank to cover Bank's costs, expenses, charges and fees, including attorney's fees, which may be incurred by Bank in attempting to recover transferred funds. Bank's agreement to attempt to recover transferred funds shall not be deemed to be acceptance by Bank of liability for the Transfer. In no event shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred because Bank received and had time to act upon the request to amend or cancel the transfer request.

## INTERACT SERVICE

Interact is a mobile push notification and messaging platform and service. To use this platform and service, you must log in to your mobile banking app and affirmatively agree to receive such push notifications and agree to allow the mobile banking application to view your geolocation. Interact will be used to provide important notifications such as but not limited to account alerts for a card compromise, system updates, banking center locations/hours and potential marketing offers based on your location. Interact operates using low-ambient Wi-Fi and cell tower data to determine the geolocation of your mobile access device and does not rely upon Global Positioning System (GPS). Use of Interact will not cause additional drain to your mobile device's battery life.

**OPT OUT OF INTERACT SERVICES:** To disable Interact and its push notifications and geolocation, log in to your mobile banking app; select Settings from the Menu navigation; select the Push Notification; and deselect the Interact option. You may contact Customer Service to optout of Interact services by phone at 1-888-782-3333 during Customer Service Hours of Operation.

### TERMINATION OF ONLINE AND MOBILE BANKING SERVICES

You are responsible for complying with all terms of this Agreement and with any terms provided to you in your account disclosure or other regulatory disclosures. We may terminate your Online and Mobile Banking services under this Agreement without prior notice to you, if you do not pay any required fee when due; if you fail to comply with any terms of this Agreement, your account disclosure, or other regulatory disclosures provided to you; or if your account is not maintained in good standing. If there is no Online or Mobile Banking activity within the previous 120 consecutive days, we may cancel your Online and Mobile Banking service. If your Online and Mobile Banking Services are cancelled, you must reapply for the Services at [republicbank.com](http://republicbank.com).

### CHANGES TO TERMS OR OTHER AMENDMENTS

You agree to be bound by any amendments or modifications to this Agreement. If any amendment or modification will adversely affect your account, we will notify you within required regulatory timeframes at the street address or e-mail address you provided to us in our records. Other non-adverse amendments or modifications may be mailed or e-mailed to you directly or may be posted in the lobby of our banking centers or online for your review.

## OTHER PROVISIONS

**E-Mail Use:** You can use e-mail to contact us about general inquiries; however, e-mail may not be a secure method of communication. To protect your identity and account, we recommend you do not send confidential information such as account numbers or transactional data by e-mail. There may be times when you need to speak with someone directly (especially to report lost or stolen account information or identity theft or to request a stop payment). In these cases, do not use e-mail. Instead, you may contact us using the live chat assistance on our website or call us at 1-888-584-3600. Please remember, you cannot use e-mail to transfer funds between accounts or conduct other account transactions, such as a bill payment.

**Customer Service Hours of Operation:** Customer Service representatives are available to assist you, either by phone at 1- 888- 584-3600 or through our live chat assistance service. For hours of operation please visit our website at <https://www.republicbank.com/contact-us/>.

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**Geographic Information:** Online & Mobile Banking services, deposit accounts, loans, or other services available at republicbank.com are solely offered to citizens and residents of the United States currently residing in the United States. Citizens and residents may not be able to access any or all Online & Mobile Banking services outside of the United States.

**Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the Commonwealth of Kentucky, without regard to Kentucky's conflict of law provisions.

**Account Maintenance:** You agree to properly maintain your accounts and comply with the terms and conditions governing those accounts.

**Electronic Funds Transfers:** For other requirements and restrictions regarding electronic fund transfers and your error resolution rights, please review the Electronic Funds Transfer Disclosure provided to you at account opening or posted at republicbank.com.

**Identification Requirements:** In order to help the government, fight the funding of terrorism, money laundering activities, and identify theft, the USA Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account.

**What this means to you:** 1) When you open an account or apply for a loan with Republic, we will ask for your name, street address, tax identification number, date of birth, and other information that will allow us to identify you; 2) We will also ask for a copy of an unexpired, government-issued photo ID or other identifying documents.