



AMERANT DIGITAL SERVICES TERMS & CONDITIONS

Effective November 6th, 2023

AMERANT DIGITAL SERVICES TERMS & CONDITIONS

The Amerant Bank, N.A. (hereinafter, “we”, “our”, “us”, “Bank” or “Amerant”) Digital Services Terms & Conditions (the “**Agreement**”) describes your rights and obligations as a user of our Online Banking, Mobile Banking, and the Digital Services. The words “you”, “your” or “Customer” refer to each person or entity in whose name an Eligible Account is held or who has authority to operate / transact (e.g., authorized signer, Authorized User) on the Eligible Account, as well as any permitted assignee or successor in interest to the Eligible Account. This Agreement also describes the rights and obligations of Amerant. Capitalized terms shall have the meaning ascribed in the section below titled Definitions, unless a capitalized term is provided in a specific Services section of this Agreement in which case those specific terms shall apply only to those specific sections as defined therein.

Please read this Agreement carefully. By requesting, using or accessing, or by authorizing others to use or access any of the Digital Services, you agree to the terms and conditions of the applicable Digital Service(s) used, as well as those sections of the Agreement applicable to all Digital Services, including but not limited to the following: *E-SIGN DISCLOSURE AND CONSENT TO USE ELECTRONIC SIGNATURES; DEFINITIONS; SECURITY AND COMMUNICATIONS; ALERTS (EMAIL / TEXT); ERRORS, DISPUTES, AND QUESTIONS; LIMITATION OF LIABILITY, DISCLAIMERS OF WARRANTIES, AND INDEMNIFICATION; AND PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*. You further agree that this Agreement and any selected / used Digital Services’ terms and conditions are agreed to and entered into by electronic / digital means, as provided in section I, E-Sign Acceptance and Consent to Use Electronic Signatures, below. This Agreement shall apply regardless of the means by which the Digital Services are accessed, including, but not limited to, access through our website (www.amerantbank.com), Mobile Banking, or any other website that we own or control, a Wireless Device, or any other means. When you use, or allow another to use, FIS Personal Finance tools you are subject to the FIS Personal Finance End User License Agreement set forth in the Appendix 1 to the Agreement.

<u>Contents</u>	<u>Page</u>
I. E-SIGN DISCLOSURE AND CONSENT TO USE ELECTRONIC SIGNATURES	1
II. DEFINITIONS	3
III. SECURITY AND COMMUNICATIONS	5
IV. MOBILE BANKING	7
V. DIGITAL SERVICES	10
VI. ALERTS (EMAIL / TEXT)	20
VII. MOBILE DEPOSIT	22
VIII. E-DISCLOSURE / E-STATEMENT SERVICE	28
IX. WIRE TRANSFER TERMS & CONDITIONS	30
X. BILL PAY	37
XI. ZELLE NETWORK® TERMS OF USE	40
XII. ERRORS, DISPUTES, AND QUESTIONS	48
XIII. LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION	49
XIV. PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES	53
XV. APPENDIX 1, FIS PERSONAL FINANCE END USER LICENSE AGREEMENT	58

I. E-SIGN DISCLOSURE AND CONSENT TO USE ELECTRONIC SIGNATURES

This E-Sign Disclosure and Consent to Use Electronic Signatures (hereinafter the “E-Sign Disclosure and Consent”) allows us to provide you with electronic versions of important notices, statements, account disclosures, and documents associated with your Eligible Account and related Digital Service. Most of the Bank’s Eligible Accounts are e-Disclosure / e-Statements accounts, meaning the accounts are Online Banking or Mobile Banking required accounts. As a result, we require the use of electronically signed documents or the acceptance of the terms and conditions of the Digital Services electronically. This section of the Agreement applies to all Digital Services. Unless your Eligible Account type permits paper delivery, which is addressed below, you must consent to providing electronic signatures and receiving Electronic Communication by agreeing to the terms outlined below:

1. **Delivery of Eligible Account Statements, Disclosures, and Notices.** Unless you elect paper statements, which some Eligible Account types do not permit paper statements (please check the product guide or discuss with your banker), you will receive statements, disclosures, and notices electronically. In the event you select paper statements (again subject to availability, check the product guide), there will be an associated cost which you will find in the Schedule of Fees, section titled Statements and you will receive said paper copies of your Eligible Accounts' Statements, disclosures, and notices via US Mail. See section of this Agreement titled *E-DISCLOSURE / E-STATEMENT SERVICE* for more information about paperless statement, notices, and other disclosure delivered electronically.
2. **The scope of this consent applies to current and future transactions.** Your consent will apply to all current and future inquiries and transactions relating to the Digital Services and any Eligible Accounts you may establish with us as well as their use of the Digital Services.
3. **Changes to the E-Sign Disclosure and Consent.** We may change this E-Sign Acceptance and Consent at any time. For example, we may add, delete or amend terms or services. The modified E-Sign Disclosure and Consent will be posted for your review and acceptance upon your next new session log in the Online Banking or Mobile Banking. If you do not agree to the modified E-Sign Disclosure and Consent, you will be allowed to decline to use E-Sign Disclosure and Consent by withdrawing your consent in accordance with the paragraph below.
4. **Withdrawing consent.** (1) You may withdraw your consent provided here to access the Online Banking / Mobile Banking or use the Digital Services by clicking the "Decline to E-Sign" button upon log in, as a result you will not be allowed to enter Online Banking or use Mobile Banking or (2) if the Eligible Account permits you may withdraw from e-Disclosure / e-Statements (i.e., paper statements) and your disclosures, statements, and notices will be delivered via paper. Please see the *Schedule of Fees*, under Statements for the applicable fee. You may withdraw the consent for online statements via Online Banking, Mobile Banking or by contacting us as provided for in the section of this Agreement titled *ERRORS, DISPUTES, AND QUESTIONS* herein.
5. **Consequences of withdrawing consent.** If you chose to withdraw your consent provided herein, your consent will become effective once we have had a reasonable amount of time to make the appropriate changes to honor your request. At that time, your access to Online Banking / Mobile Banking or delivery of paper statement, disclosures, and notices, as applicable, shall be terminated.
6. **Keeping your email current with us.** We require a valid and current email address to deliver communications to you electronically and accept electronic signatures from you.
7. **Technical requirements.** See section of the Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*, subparagraph titled *Technical Requirements* for the minimum requirements.
8. **E-Sign Acceptance. By checking and reading the Amerant Digital Services Terms & Conditions and clicking to complete the sign-up process, you acknowledge and agree to the following:**
 - **Electronic Signature Agreement.** You are electronically signing and agreeing to be bound by the Digital Services Terms & Conditions. You agree your electronic signature is the legal equivalent of your manual signature with ink on a paper version with respect to any and all documents selected and/or used Digital Services, including the applicable terms and conditions or terms of use, applicable thereto. You consent to be legally bound by the terms of the Amerant Digital Services Terms & Conditions. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide us instructions via our web page, or in accessing, selecting, or making any transaction regarding any of the selected Digital Services is your acknowledgement and constitutes your signature (hereafter referred to as "**E-Signature**"), acceptance, and agreement, as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability

of your E-Signature or any resulting contract / agreement between you and Amerant. You also represent that you are authorized to enter into the Digital Services Terms & Conditions for all persons who own or are authorized to access any of your Eligible Account(s) and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E- Signature in obtaining a Digital Service(s), Eligible Account(s), or other service constitutes your agreement to be bound by the then applicable Digital Service terms and conditions, terms of use or this Agreement (as applicable), as they exist on the date of your E-Signature, and as may be amended from time to time, as provided for herein.

- **You have read and understand the terms in this E-SIGN Disclosure and Consent to Use Electronic Signatures**
- **Your hardware and software meet the minimum Technical Requirements**
- **You can print on paper the statements and disclosures, or save, or send any of these documents to a place where you can print them, for future reference and access.**

II. DEFINITIONS

This section of the Agreement applies to all Digital Services. Any capitalized term used and not defined in a specific section of the Agreement, shall be defined, as follows:

1. **"Access Device"** means the device that you are using to log into the Digital Services or electronically access your Eligible Account (e.g., computer or Wireless Device).
2. **"ACH"** means the Automated Clearing House system and in the context of a transaction it means a transaction conducted through the Automated Clearing House system.
3. **"Amerant", "we", "us", "Bank", or "our"** means Amerant Bank, N.A.
4. **"Amerant Mobile Application" or "Amerant Mobile App"** means Amerant's mobile banking application that can be downloaded at the Apple Store or Google Play.
5. **"Authorized User"** refers to you and any person or entity with authority to use the Services and transact with respect to an Eligible Account, including but not limited to joint account owners, authorized officers / signers, agents, legal representative (e.g., court appointed custodian / receiver, bankruptcy trustee, attorney-in-fact, etc.), etc.
6. **"Bill Pay" or "Bill Pay Service"** means the bill payment Service offered by the Bank, through FIS Global, which enables the scheduling of bill payments to payees you designate.
7. **"Business Day"** means Monday through Friday, excluding any Federal or State holiday or any day in which the Bank is closed as required by law or decree.
8. **"Biometric Authentication"** means fingerprint or facial recognition used for identification of you and access control, and is an agreed upon Security Procedure for access and use of the Services, as applicable.
9. **"Communication"** means any customer agreement or amendment, notice, disclosure, policy, procedure, confirmation, alert, statement, responses to claim, record, transaction history, and all other information related to any Eligible Account, product or Service, including but not limited to, (i) information and disclosures that we are required by law to provide to you in writing, such as applicable IRS Form 1099 and disclosures required under the Electronic Funds Transfer Act, the Truth in Savings Act, the Expedited Funds Availability Act, the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, or the Real Estate Settlement Procedures Act, and notices of changes to such disclosures;(ii) our privacy notice; and (iii) agreements, pricing schedules, terms and conditions for the Digital Services and notices of changes of those agreements, schedules and terms and conditions.
10. **"Consumer"** means a natural person and when the context so requires that natural person using an account for primarily personal, family or household purposes.
11. **"Customer"** means you or any Bank client who has opened an account (deposit or loan) and this term includes Authorized Users on any Eligible Account.
12. **"External Account"** means eligible checking, NOW, money market, or savings accounts held by you at institutions other than Amerant that is registered in the Transfer Service.
13. **"Cut-Off Times"** see the paragraph titled Cut-Off Times in the Agreement's section titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES* for a listing of the applicable Services cut-off time.
14. **"Digital Service(s)" or "Service(s)"** refers to any of the following services, delivered through Online Banking or Mobile Banking, individually or collectively: Account Information (balances, transactions,

check images, etc.), Documents (statements, notices, tax documents, delivery settings), Transfers (Internal & External), Wire Transfer, Loans (make a payment, activity, manage templates), Bill Pay, Self-Administration (change passwords, personal preferences (email / telephone), & change user name), Alerts (Email / Text), Stop Payment, Zelle®, Bill Pay, Amerant Card Controls, Mobile Deposit, e-Disclosure / e-Statement, Account Maintenance (edit name you assign Eligible Accounts, mobile phone, hide/show account column), FIS Personal Finance, and / or any other additional service that may be introduced from time to time.

15. **“e-Delivery” or “e-Delivery Service”** means the service of delivering Eligible Account disclosures, statements, and notices electronically.
16. **“Electronic Communication”** means any Communication provided to you electronically.
17. **“Eligible Account(s)”** means any Amerant account(s) (deposit or loan account) that you access through or link to Online Banking / Mobile Banking or any of the Digital Services, as may be determined by us.
18. **“External Transfer”** means a transfer that used either the Transfer Service or Zelle® to/from your Eligible Account to an External Account or a Third Party External Account, as applicable.
19. **“FIS Personal Finance”** means the service described in the in the Appendix 1 to the Agreement.
20. **“Force Majeure”** means, but is not limited to, any of the following: fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, government restriction(s), act of God, act of public enemy, pandemic or because of any other cause beyond a party’s reasonable control.
21. **“Funding Eligible Account”** is an Eligible Account that is a checking or NOW account and said Eligible Funding Account is added to the Bill Pay Service (you can have more than one Bill Pay Funding Eligible Account) from which bill payments will be debited.
22. **“Instructions”** means the information provided by you to the Bank in order for the Bank to provide the requested Services, including but not limited to the delivery/payment or withdrawal of funds to/from an Eligible Account, Internal Account, External Account, Payee, or Beneficiary.
23. **“Internal Transfers”** means the service that allows you to issue Instructions to the Bank for transfers between two Amerant Eligible Accounts.
24. **“ISP”** refers to your Internet Service Provider.
25. **“Mobile Banking”** means any products or Digital Services that are accessible through a Wireless Device using the device’s browser or through the use of the Amerant Mobile App.
26. **“Mobile Deposit”** means a deposit made using Amerant Mobile Application.
27. **“Mobile Deposit Service”** is the Bank’s Digital Service through which you can make certain types of mobile deposits using Amerant Mobile Application.
28. **“NACHA Rules”** means Operating Rules and Guidelines of the National Automated Clearing House Association (“NACHA”), as amended from time to time.
29. **“NOW”** means, depending on the context, a negotiable order of withdrawal or negotiable order of withdrawal account.
30. **“OFAC”** means the Office of Foreign Assets Control of the US Department of the Treasury, which administers and enforces economic and trade sanctions based on US foreign policy and national security goals.
31. **“Online Banking”** is Amerant’s web page and portal to access many of the Digital Services.
32. **“Online Statements”** means periodic bank statements provided by the Bank through Online Banking, Mobile Banking or any other delivery method.
33. **“One Time Security Code” or “Security Code” or “OTSC”** means a unique passcode delivered to you via text or voice/voicemail that is used to authenticate the Authorized User at login to a Service (i.e., serve as one of the Security Procedures for Online Banking or Mobile Banking login) and/or serve as Security Procedure to verify / approve a transaction, including but not limited to a Zelle® payment, a wire transfer/payment order, an External Transfer, Bill Pay, or any other payment or transfer via Online Banking or Mobile Banking.
34. **“Password”** is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to Online Banking or Mobile Banking, and any other Service. Your Password is set-up as part of Online Banking or Mobile Banking registration, and you can change this at any time. You may elect to enter any of your Access Device for access to the Services using Biometric Authentication that shall serve as your User ID, Password, and/or OTCS, as applicable.
35. **“Payee”** is the person or entity to which you direct a bill payment / check (i.e., party you are paying) or is the person or entity from which you receive electronic bills (e-Bills), as the case may be.

36. **"Payment Due Date"** is the date reflected on a statement, invoice, or agreement of a Payee on which a bill to such Payee is due. Customer should make any payment to a Payee with sufficient lead way to avoid a making a late payment. Generally, five (5) business days may be sufficient, but it is your responsibility to check with your Payee to avoid a late payment.
37. **"PDF"** means a file format that provides an electronic image of text or text and graphics that looks like a printed document and can be viewed, printed, and electronically transmitted.
38. **"Permissible Loan"** a Bank loan type that can be linked to one or more of the following: Online Banking or Mobile Banking. Not all loan types can be link to Online Banking or Mobile Banking. The view or transaction capabilities within each of Online Banking or Mobile Banking may be different or not at all.
39. **"Recipient"** or **"Beneficiary"** person to whom you are transferring the funds.
40. **"Recurring Transaction"** is an automatic payment to the same Payee or an automatic transfer to the same account using Transfers (Internal & External), Zelle®, Bill Pay, etc., for the same amount which you can authorize for transmission.
41. **"Scheduled Payments"** a payment that can be scheduled (one-time or recurring payment) via any of the Services.
42. **"Security Procedure"** means a procedure established by agreement of Customer and Bank for the purpose of Online Banking or Mobile Banking login and for verifying a payment order/wire, External Transfer, Zelle®, Bill Pay or any other transaction or transfer in the Services. A security procedure may require the use of, individually or collectively, or any combination of the Valid Codes. The agreed upon security for each respective Service is contained within the applicable terms and conditions of said Service.
43. **"Deliver by"** means the date by which the payment in your Bill Pay instructions should be made to your payee.
44. **"SMS Text"** or **"Text"** is a short message service (**"SMS"**) (or text message) that is two-way, from us to you and from you to us, that operates via a capable mobile phone or Wireless Device that is registered on a carrier network.
45. **"Third Party Account"** means a checking account, NOW, savings, or money market account held by a third party at Amerant or at another financial institution.
46. **"Transfer Date"** is the day we will initiate the delivery process for an Internal Transfer, External Transfer, Wire Transfer, and Zelle® transaction.
47. **"User ID"** is the identification code you have created in order to connect to Online Banking, Mobile Banking, Amerant Mobile App, and any other Service.
48. **"Valid Codes"** means individually or collectively your or the Authorized User's User ID, Password, OTSC, SMS Text, cell/mobile/telephone (i.e., inter-active voice message) and Biometric Authentication used to access and authenticate your or the Authorized User's login to Online Banking / Mobile Banking and /or to verify payment orders, transactions, or transfers as part of the agreed upon Security Procedures for the applicable Digital Service.
49. **"Wireless Device"** means a cell/mobile phone, smartphone, smartwatch, personal digital assistant, tablet, or any similar device.
50. **"Zelle®"** is a Service that provides you with the ability to transfer money between you and other Zelle® participants using (i) aliases, such as email addresses or mobile phone numbers, or (ii) account numbers. Terms of Service for the Zelle® can be found below, should you decide to use these Services. Zelle®. The Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Except where it is clearly inappropriate, words and phrases defined in this section should be interpreted so the singular includes the plural and the plural includes the singular.

III. SECURITY AND COMMUNICATIONS

This section of the Agreement applies to all Digital Services.

1. Security. You agree not to give or make available your User ID, Password, and Wireless Device for OTSC or other means to access your Eligible Account to any unauthorized individuals. You hereby expressly assume all risks associated with using the Internet, including security, corruption, malware, viruses, transmission error or delay, and access availability. You acknowledge that we make no warranty

that the Digital Services will be uninterrupted, timely, secure or error-free. You acknowledge that you are solely responsible for the data security of any software, hardware, or equipment you use to access the Digital Services, and that we are not.

The Bank may, at its option, change the parameters for the User ID, Password, OTSC or Biometric Authentication, etc., without prior notice to you, in which case you will be required to change your User ID, Password or manner in which you receive OTSC (e.g., Wireless Device) or the method by which you access Online Banking / Mobile Banking. You are responsible for keeping your User ID, Password, Wireless Device, Eligible Account information, and your customer information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your Eligible Account information, or any of the forms of Valid Codes;
- Do not leave your Access Device unattended while you are in the Bank's Online Banking website or using Mobile Banking;
- Never leave your Eligible Account information within range of others;
- Do not send confidential account information (e.g., account number, User ID, Password, etc.) in any public or general email system; and
- If you use your Wireless Device for Online Banking / Mobile Banking, you should require an unlock code on your device (known only to you) after a reasonable period of inactivity.

You should also visit the Security Center in our website at <https://www.amerantbank.com> which offers valuable information on how to protect your Access Devices, your credential, and your personal information.

If you believe your User ID or Password or other means to access your account including, but not limited to, your Wireless Devices, have been lost, stolen, or accessed in any way by any third party, or that someone may attempt to use Online Banking / Mobile Banking without your consent, or if you suspect any fraudulent activity on your account, you must call the Bank immediately as provided in the section of this Agreement titled *ERRORS, DISPUTES, AND QUESTIONS*, in order to minimize your losses and liability. You should also use the User ID and Password change feature within Online Banking or Mobile Banking to change your User ID and Password. If there is any concern about the security of your account, the Bank may require you to close the affected Eligible Account or any of your Eligible Accounts and open a new Eligible Account(s). If you have an External Account, you should also notify the financial institution holding your External Account and refer to your applicable account agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions relative to those External Accounts.

You should not share your User ID or Password or other means to access your Eligible Account with anyone. Nonetheless, if you decide to permit other persons to use the Service or your User ID, Password or other means to access your Account, you are solely responsible for any transactions they authorize.

2. Communications. You agree that we may provide you with Electronic Communication or by standard US mail, at our sole discretion, unless a specific form of Communication is agreed upon by you and us (e.g., e-Delivery). We may use one of the following methods to deliver any Communication to you electronically: (a) via email to the email address you have provided to us for Online Banking/Mobile Banking; (b) via the Amerant Mobile App; (c) to a Wireless Device you have designated; (d) by posting a notice or a link to such notice and making the information available to you through Online Banking or Mobile Banking either through an active link or by downloading such notice in PDF; (e) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose; or (f) any other electronic means we have mutually agreed upon. All Communications sent from us electronically through any of these methods will be considered "in writing" and shall have the same legal effect as a signed paper communication.

You may withdraw consent to receive Electronic Communications by contacting Amerant as provided for in the section of this Agreement titled *ERRORS, DISPUTES, AND QUESTIONS* herein. We will not impose any fee to process the withdrawal of your consent to receive Electronic Communications, but reserve the right to terminate your access to Online Banking and Mobile Banking. You agree that we will have a reasonable time to process your withdrawal of your consent to receive Electronic

Communications.

We may choose, but are not required to, provide any Communication to you in paper form even if you have authorized us to provide such Communication electronically. The delivery of any Communication to you in paper form does not suspend, revoke, or terminate your consent to receive Communications electronically. You can obtain a paper copy of any Electronic Communication by printing it yourself at your expense or by requesting that we mail you a paper copy. The cost of sending you such paper copies will be the same as the cost of mailing you a copy of an account statement, as set forth in the *Schedule of Fees* applicable to your Eligible Account(s).

If you send the Bank an email message, the Bank will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your Eligible Accounts or if you need to stop a payment that is scheduled to occur.

If you are enrolled in or if you use Mobile Banking, you agree that we may send you information relative to Mobile Banking through your communication service provider in order to deliver it to you and that your communication service provider is acting as your agent in this capacity. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, email and other formats, for reasonable business purposes, such as surveying the quality of service that you receive, assuring compliance with this Agreement and industry regulations and maintaining the security of Online Banking and Mobile Banking. You agree that any suggestion, idea, proposal or other material you provide to us becomes our property upon submission without limitation or further consideration.

IV. MOBILE BANKING

This service is provided to you by Amerant and powered by a Third Party ("**Licensors**") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Amerant. Section B of these End User Terms is a legal agreement between you and the Licensors.

You may be eligible to obtain the Mobile Banking products and services through the Amerant Mobile App. Your enrollment in the Amerant Mobile App and its use through Wireless Devices includes access to the Digital Services, subject to each Service's applicable terms of use, terms and conditions, as well as the Section A - Terms and Conditions, and Section B – End User License Agreement Terms for the Download of the Amerant Mobile App found herein. By using Mobile Banking, you agree to the following terms and conditions. You agree that we may send you information relative to Digital Services and this Agreement through your communication service provider in order to deliver it to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid mobile phone number, email address or other delivery location so that we may send you certain information about your Eligible Account(s) or otherwise related to the Digital Services.

Mobile Banking Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your Eligible Accounts. You understand and agree these Services may not be encrypted and may include personal information or confidential information about you such as your Eligible Account activity or status.

Section A - Amerant Terms and Conditions

Thank you for using Amerant Mobile App combined with your handheld's text messaging capabilities. For help, text "HELP" to 73955. To cancel your plan, text & "STOP" to 73955 at any time. In case of questions please contact customer service at 305-629-1260 / toll free 1-866-806-8125 / toll free outside US 0-800-100-5469 or send an email to questions@amerantbank.com.

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Amerant. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

2. The services are provided by Amerant and not by any other third party. You and Amerant are solely responsible for the content transmitted through the text messages sent to and from Amerant. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.).
3. Description of the Mobile Services. Mobile Banking allows you to access your Eligible Account, and many of the Digital Services and any other products or services as may be added over time, subject to the terms and conditions as provided by each of the applicable Services terms and conditions as provided in this Agreement. To utilize certain features of the Mobile Banking, you must download / install the Amerant Mobile App on your compatible and supported Wireless Device, as may be communicated by us from time to time. Once you have registered for our Mobile Banking and installed the Amerant Mobile App, designated Eligible Accounts linked to your online profile will be accessible through your Wireless Device. We reserve the right to modify the scope of the Digital Services available through Mobile Banking at any time. We reserve the right to refuse to make any transaction you request through the Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some wireless networks, such as while roaming.
4. The terms and conditions, terms of service, etc. for the Digital Services accessible through Mobile Banking via a Wireless Device contained in the applicable sections of this Agreement.
5. Additional Provisions.
 - a. Mobile Banking Limitations. The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.
 - b. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network that you utilize to access Mobile Banking.
 - c. Confidentiality and Potential Delays in Mobile Banking. You agree and understand that any information sent through Mobile Banking may not be encrypted and may include personal or confidential information about you such as your Eligible Account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider, phone carriers, other parties, or because of other reasons outside of our control.
 - d. Limitations and Responsibilities of Mobile Banking Services. You agree and understand that not all of the products, services or functionality provided through Online Banking or described in this Agreement may be available when you use a Wireless Device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via Mobile Banking, including balance, transfer and payment information, or certain terminology, may differ from the information that is available through Online Banking without the use of a Wireless Device. Processing transactions through Mobile Banking may take longer than using Online Banking. We are not responsible for such differences, whether or not attributable to your use of Mobile Banking. Additionally, you agree that neither our service providers nor we will be liable for any errors or delays in the content or for any actions taken in reliance thereon. We are not responsible for any damages resulting from your failure to comply with any terms or conditions provided by your communication service provider or any app store.
 - e. Delays. Text messages may be delayed or affected by your communication provider or others.
 - f. If You Have any Questions. You can contact us as provided in the section of this Agreement titled ***ERRORS, DISPUTES, AND QUESTIONS.***

- g. Deactivating mobile phone number. If you deactivate cellular service for the mobile phone number that you previously enrolled in the Mobile Banking, you are responsible for deactivating that same phone number with Online Banking.

Section B - End User License Agreement Terms for the Downloadable Amerant Mobile App

To be Agreed to by End User Prior to Use of the Downloadable Amerant Mobile App

1. Ownership. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking 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 otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the 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.
6. 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.

7. 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 is 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.
8. 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.

Section C – Survival

1. Survival. The provisions of: Section A paragraphs 4 and 5; Section B; and Section C shall survive termination of this Agreement or termination of your access to the Services.

V. DIGITAL SERVICES

You will gain access to your Eligible Accounts using your Internet-enabled Access Device, your ISP, your User ID, Password, OTSC, and/or Biometric Authentication, and any combination of the Valid Codes, as applicable. You may access your Eligible Accounts 24 hours a day, seven (7) days a week. However, availability of the Digital Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software or circumstances beyond the Bank's control.

You must provide a valid email address in order to use Online Banking and Mobile Banking so that the Bank may deliver to you certain information related to the Digital Services. You must also provide a valid cell/mobile phone number that will be used in the authentication process and as part of the agreed upon security procedures (e.g., OTSC or call back). It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to name, cell/mobile phone numbers, and email address. In the event the email address or cell/mobile phone on file for the Digital Services becomes invalid or subsequently malfunctions, we reserve the right to terminate your access to Online Banking and/or Mobile Banking. To service and manage any of your Eligible Account(s), or the services offered through Online Banking or Mobile Banking, the Bank may contact you at any telephone number you provide to Bank, through calls or text messages to your Wireless Device, or calls or text messages using automatic telephone dialing systems and/or pre-recorded messages. If you choose to receive any information, including any password, OTSC, or other via text, standard message and data rates may apply, and your phone service must come from a supported carrier such as AT&T, Sprint, Verizon Wireless, MetroPCS, Google Voice, Boost Mobile, and Virgin Mobile USA (the supported carriers may change at any time).

You will need to obtain, install, maintain, or operate certain software, hardware or other equipment necessary for you to access and use Online Banking or Mobile Banking. You must use a supported browser to use Online Banking. You must also have software that enables you to view files in PDF in order to access, view, and retain Electronic Communications, together with sufficient local electronic storage capacity. Please refer to the paragraph titled *Technical Requirements* in the section of this Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES* for the minimum hardware and software requirements. These requirements may change, and the Bank reserves the right to update them on its website or Mobile Banking. You are responsible for obtaining any internet or data service required to access or use Online Banking or Mobile Banking through the internet or data service provider of your choice, and for paying such provider, any applicable data service or internet service fees, including all taxes and service charges. In addition, any applicable fees associated with

your Eligible Accounts will continue to apply.

Although there are minimum specifications for equipment, software, hardware, and internet or data connection in order to access or use Online Banking / Mobile Banking, Bank makes no endorsement of any such system, even if we provide you with a link to a third party site where you may download a particular software. Your use of any software, hardware or service in accessing Online Banking or Mobile Banking may be subject to the license or other agreements of the provider of such software, hardware, or service, in addition to the terms and conditions of this Agreement.

You are required to accept and hereby consent to allow cookies, device tagging, and device fingerprinting in order to use Online Banking or Mobile Banking. These techniques enable the Bank to store information about your machine to authenticate you on your next visit. The use of cookies also enables the Bank to track user trends and behavior without identifying individuals or tracking customer information. Your deletion or refusal of cookies will impact your use and enjoyment of Online Banking or Mobile Banking and will trigger an additional layer of authentication that may result in a delay. The Bank is not responsible in the event of any such delay.

The terms and conditions, terms of use, end user license agreements, etc., with respect to the Digital Services are contained herein and within several Services' specific sections (i.e., agreements) provided in this Agreement.

1. General Description of the Digital Services. You may use the Digital Services through Online Banking or Mobile Banking to, among other things: Account Information (balances, transactions, check images, etc.), Documents (statements, notices, tax documents, delivery settings), Transfers (Internal & External), Wire Transfer, Loans (make a payment, activity, manage templates), Bill Pay, Self-Administration (change passwords, personal preferences (email / telephone), & change user name), Alerts (Email / Text), Stop Payment, Zelle®, Bill Pay, Amerant Card Controls, Mobile Deposit, e-Disclosure / e-Statement, Account Maintenance (edit name you assign Eligible Accounts, mobile phone, hide/show account column), FIS Personal Finance, and / or any other additional service that may be introduced from time to time and made available / delivered through Online Banking or Mobile Banking. In connection with the use of each Digital Service, you agree to the terms and conditions set forth in this section and any Service specific section of this Agreement. NOTE: We reserve the right to limit or change the eligibility of certain accounts for payments and transfers through Online Banking or Mobile Banking.
2. Stop Payment Service. We may accept a stop payment on any item from anyone accessing the Digital Service. You must make any stop-payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time or the item is presented for collection. You must also provide the correct information related to the transaction(s) and failure to do so may result in the payment of said item(s). Because stop payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, your stop payment order is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order. Please refer to *Schedule of Fees* for details on the fees associated with placing a stop payment. You agree to hold harmless and indemnify the Amerant for all expenses, costs and damages incurred by the payment of the above item(s) if such payment is the result of failure of the account holder to meet the time requirements noted above, or if such payment is the result of failure of the account holder to furnish any item of the information requested above completely, accurately and correctly or timely. Additional terms may apply to stop payments as provide in the Bank's *Deposit Agreement*. In the event a conflict between this Agreement and the *Deposit Agreement* exists with respect to stop payments, the *Deposit Agreement* shall control.
3. Transfer Service.
 - a. Internal Transfers. Internal Transfers are used to transfer funds between Eligible Accounts, including a payment to a Amerant loan. In addition, the following items are important regarding Internal Transfers:

- i. You may make Internal Transfers up to (i) your available balance in any Eligible Account; or (ii) the available balance in your Eligible Account that is a Permissible Loan, subject to any limitations or restrictions as provided in the pertinent loan documentation.
 - ii. Transfers between deposit accounts held with the Bank. If you schedule/initiate Instructions to us before the Cut-Off Time for an Internal Transfer between Eligible Accounts held with the Bank, scheduled on the same Business Day, it will be processed, and the transferred funds will be available the same day. Such Internal Transfer cannot be cancelled. Funds transferred to deposit accounts held with the Bank and made after the Cut-Off Time or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers; however, the funds will not be available to cover off-line payments such as paper checks drawn on your Eligible Account until the next Business Day. Recurring transfers will be paid on the same calendar day of each transfer period, or next Business Day. Internal Transfers that are Recurring Transactions will be paid on the same calendar day of each transfer period or on the next Business Day if the Transfer Date falls on a non-Business Day.
 - iii. Transfers from Permissible Loan held with the Bank. Transfers from a Permissible Loan held with the Bank will be reflected in your Eligible Account as soon as we receive Instructions for such transfer if before the Cut-Off Time, or on the next Business Day if after the Cut-Off Time. The minimum or maximum you will be able to draw via Online Banking or Mobile Banking is subject to the terms of your existing credit agreements or loan documents with us.
- b. External Transfers. The External Transfer Service permits you to transfer funds to / from your External Accounts or Third Party Accounts. You may add up to five (5) External Accounts or Third Party Accounts for transfers through the External Transfers Service. We reserve the right to change these limitations at any time without prior notice to you.
- i. Acceptance of Terms. This section sets out the terms and conditions on which our service provider and the Bank will provide, and you may use the External Transfer Service and forms part of a legally binding agreement between you and the Bank. Your use of the External Transfer Service may be declined or limited by our service provider and/or the Bank based on specific criteria. If you do not accept and agree to the terms of this Agreement and this section, you will not be entitled to use the External Transfer Service. This section shall take effect immediately upon the acceptance of the Agreement and your use of the External Transfer Service.
 - ii. Information Authorization. By using the External Transfer Service, you authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. The Bank and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("**FCRA**") and other applicable law. We reserve the right to deny you access to the Online Banking or Mobile Banking if we cannot verify your identity or other necessary information. We may approve or decline your application for the External Transfer Service based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the External Transfer Service and that denial derived from the use of a credit report, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report.

In addition to obtaining a consumer report, the Bank and our service provider reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our External Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the OFAC.

We may verify that you are the owner of External Account(s) that you add to the Service from time to time. You authorize us to validate the External Account(s) through the use of a test

transfer, in which one or more low value payments will be both credited to and debited from the External Account(s). The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your External Account(s) will never be less than the actual balance. Once the test transfer is complete, we may ask you to access your External Account(s) to tell us the amount of the test credit or debit or any additional information reported by your bank or financial institution with this test transfer. We may also verify External Account(s) by requiring the entry of information you ordinarily use to access the External Account(s) provider's website, or by requiring you to submit proof of ownership of the External Account(s).

- iii. The only Eligible Accounts that are eligible for External Transfers Service are personal checking, savings, and money market accounts. Other financial institutions may have restrictions regarding transfers into and out of various account types. We are not responsible for any costs or losses arising out of transfers that are not permitted by another financial institution. Please refer to your other financial institution's terms and conditions related to incoming and outgoing transfers.

You may request or initiate an External Transfer from your Eligible Account of an amount no greater than the available balance of such Eligible Account, plus any amount in your overdraft protection account, if applicable.

- iv. External Account(s). You understand that in order to complete fund transfers, it is necessary for the Bank and our service provider to access the websites and databases of your other institutions where you hold External Account(s), as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the External Transfer Service, you represent and warrant to us that you have the right to authorize and permit us to access your External Account(s) to effect such funds transfers or for any other purpose authorized by this paragraph and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit the Bank and our service provider to use information submitted by you to accomplish these purposes and to configure the External Transfer Service to be compatible with the External Account(s).

For as long as you are using the External Transfer Service, you give to the Bank and our service provider a limited power of attorney and appoint the Bank and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the External Account(s), effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to External Account(s), as fully to all intents and purposes as you might or could in person. Once the Bank and/or our service provider has actual knowledge that you wish to cease using the External Transfer Service as provided in this paragraph or as otherwise permitted thereby and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Bank and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each External Account(s) provider is independent of the Bank and your use of the External Transfer Service. The Bank will not be responsible for any acts or omissions by the financial institution or other provider of any External Account(s), including without limitation any modification, interruption or discontinuance of any External Account(s) by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S EXTERNAL ACCOUNT(S), THE BANK AND OUR SERVICE PROVIDER IS

ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE EXTERNAL ACCOUNT(S); (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE EXTERNAL ACCOUNT(S) IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNT(S); (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNT(S) AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNT(S).

Not all types of accounts are eligible for External Transfer Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your External Account(s) or those imposed by applicable law.

- v. In the Event of Unauthorized External Transfer. If you believe any form of the Valid Codes has been compromised, lost or stolen, or that someone has transferred or may transfer money from your Account(s) without your permission, contact us through Online Banking, Mobile Banking, or in any other manner provided for in the section of this Agreement titled *ERRORS, DISPUTES, AND QUESTIONS*.
- vi. Consumer Liability. You agree to notify us AT ONCE if you believe your password has been lost or stolen. Telephoning us promptly is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). All information related to your liability can be found in the section of this Agreement titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*.
- vii. Business Days. The Service will process requests for transfers on Business Days.
- viii. External Transfer Limitations.
 - a) Some of these services may not be available at all times. We may from time to time make available additional or new features to the External Transfer Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to affect any funds transfers from your Eligible Accounts. We may at any time decline to effect any funds transfer that we believe may violate applicable law.
 - b) Frequency of External Transfers. We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Eligible Accounts. For security and risk management reasons, we may modify the limit, frequency, and dollar amount of transfers you can make using our External Transfer Service.
 - c) Dollar Amount of External Transfers. We reserve the right to impose limits on the dollar amount that you transmit using the External Transfer Service and to modify such limits from time to time, without prior notice to you. If you attempt to initiate payments in excess of these limits, we may reject or stop the processing of such payments. If we permit you to make any payments in excess of the established limits, such payments will still be subject to the Transfer Service Bill Pay terms of use, and we will not be obligated to allow such payments at any other time. The Bank will set the External Transfer limits at its sole discretion, and those limits will be provided to you in the Service or on our website (amerantbank.com). You

may not make funds transfers in excess of limits described on the External Transfer Service. Without limiting the foregoing, in the event that your use of the External Transfer Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of External Transfer Service" below), you understand and agree that your use of the External Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

- d) Transfers subject to the Rules of the Eligible Accounts. Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Eligible Accounts (e.g., transaction limits of savings or money market accounts). You agree not to effect any funds transfers from or to an Eligible Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.
- e) Rejection of External Transfers. We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.
- f) In accordance with NACHA Rules, any credit to your Eligible Account or your External Account shall be provisional until such credit has been finally settled by us or the third party institution that holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Eligible Account or External Account (as applicable) or any other of your accounts.
- ix. Authorization. You authorize us to select any means to execute your funds transfer instructions. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You understand that to effect your funds transfer instruction we may utilize ACH, using applicable NACHA Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit your or the Recipient's Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the External Transfer Service within the scope of this Agreement. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited account or the debited account in the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. The Bank will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize the Bank to debit your account in the amount indicated.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement (see "Documentation," below).

- x. Documentation. You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab within Transfers. If a transfer could not be completed, the Bank and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant account to learn more about the failure.
- xi. Your Responsibility for Errors. You understand that we must rely on the information provided by you and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.
- xii. Error Reporting and Claims. In case of errors or questions about your funds transfers, contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the History tab within Transfer. If you are a consumer, we must hear from you within 60 days after we FIRST posted the transfer to your statement. Please see the section of this Agreement titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION* for the rules related to consumer and business customer's error and claims reporting.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

- xiii. Proprietary Rights. You acknowledge and agree that the Bank and/or our service provider owns all rights in and to the External Transfer Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Bank and/or our service provider's External Transfer Service or any of the Bank and/or our service provider's services or technology.
- xiv. Service Changes and Discontinuation. We may modify or discontinue the External Transfer Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your Eligible Account and your right to use the External Transfer Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms or the rights of the Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the External Transfer Service. We reserve the right to charge a fee for the use of the External Transfer Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our External Transfer Service, as may be applicable.

You may terminate your Eligible Account(s) with the Bank at any time by contacting us. Once your Eligible Account(s) with the Bank has terminated for any reason, you will have no further right or access to use the External Transfer Service.

xv. Security Procedures for the External Transfer Services. CUSTOMER AND BANK ACKNOWLEDGE THE IMPORTANCE OF THE SECURITY PROCEDURES OUTLINED IN THIS SECTION. CUSTOMER AGREES THE SECURITY PROCEDURES ARE COMMERCIALY REASONABLE, IN LIGHT OF CUSTOMER'S CIRCUMSTANCES AND TYPE, VALUE AND FREQUENCY OF TRANSFERS INITIATED OR TO BE INITIATED, AND NO SPECIAL CIRCUMSTANCES EXISTS WITH RESPECT TO CUSTOMER THAT WOULD REQUIRE ANY OTHER SECURITY PROCEDURE(S). ANY SUCH SPECIAL CIRCUMSTANCES MUST BE ADDRESSED AS PROVIDED IN THE APPLICABLE PARAGRAPH BELOW. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THE EXTERNAL TRANSFER SERVICE TERMS OF SERVICE AS PROVIDED IN THIS SECTION AND ANY BELIEF BY YOU THAT THE SECURITY PROCEDURES ARE NOT COMMERCIALY REASONABLE MUST BE COMMUNICATED TO BANK IMMEDIATELY. THE AGREED UPON SECURITY PROCEDURES FOR THE EXTERNAL TRANSFER SERVICE FOLLOW:

- Customer or their Authorized User shall provide their Valid Codes to gain access to Online Banking or Mobile Banking in order to use the External Transfer Service.
- Customer and their Authorized Users understands that the Bank and/or our service provider, at their sole discretion, may additionally challenge Customer with OTSC or knowledge based authentication procedures with respect to entry into the Online Banking or Mobile Banking or to verify the release of any External Transfer.
- Customer agrees to be bound by any External Transfer we processed, whether authorized or unauthorized, which we implement in compliance with these Security Procedures, unless you have given us prior notice of possible unauthorized use of your Valid Codes and we had a reasonable opportunity to act on such notice.
- Valid Codes. Customer agrees to (a) keep all Valid Codes strictly confidential, (b) promptly change any initial Bank assigned temporary Password, (c) provide access or Valid Codes only to authorized Customer or designated Authorized Users (e.g., authorized officers), (d) provide an opened device due to Biometric Authentication only to Authorized Users, (e) instruct each Authorized Users that he or she is not to disclose the Valid Codes to any unauthorized person, and in the event of an actual or suspected security breach, must immediately notify Customer and select new Valid Codes/knowledge based authentication, if appropriate or deemed necessary, and (f) in the event of an actual or suspected security breach, immediately notify Bank and implement new Valid Codes/knowledge based authentication, if appropriate or deemed necessary. Customer and any Authorized Users will not make any Valid Codes/knowledge based authentication available to any non-authorized persons. Bank and Customer agree that the security procedures provided herein are commercially reasonable. Customer agrees that, except as may be modified for Consumers by the EFT rules (see section of this Agreement titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*, paragraph titled *Specific Payments and Transfers for Consumer Eligible Accounts (Not Applicable to Business Eligible Accounts)*), an External Transfer conducted under Valid Codes, shall be deemed to be authorized transfer and binding on Customer. It is the sole responsibility of the Customer and any Authorized User to ensure compliance with their established internal security procedures, processes, or regulations with respect to confidentiality for Customer or Authorized User's Valid Codes.
- Authorization. Bank will consider any access to Online Banking or Mobile Banking External Transfer Service through use of Valid Codes to be duly authorized by Customer and Bank will therefore seek to carry out any instructions, regardless of, and without verifying, the identity of any person giving such instructions. Customer hereby authorizes Bank to treat any instruction transmitted with Valid Codes as having been made to Bank in writing and signed by Customer or their duly Authorized Users. In the absence of substantial evidence to the contrary, Bank's records with respect to such instructions will be conclusive regarding access to, or action taken through, Online Banking or Mobile

Banking External Transfer Service using Valid Codes, whether such access or action is by Customer/duly Authorized User, or by any employee or agent who has obtained access to any Service through Customer's failure to maintain adequate internal controls.

- Access and use of Online Transfers Services. Customer shall be responsible for establishing and maintaining the procedures to safeguard against unauthorized access to External Transfer Services, including anti-virus protection mechanisms, and if required, updates to such procedures and monitoring by Customer of its compliance with such procedures as outlined within these. Customer warrants that no individual will be allowed access to the Online Banking or Mobile Banking in the absence of proper supervision and safeguards and agrees to maintain the confidentiality of these Security Procedures, and the Valid Codes and any other related instructions provided by Bank in connection with the applicable Security Procedures set forth herein. If Customer, at any time, has reason to believe or suspect that any such information or instructions have been compromised or disclosed to or accessed by any unauthorized person or used in a manner not authorized by Customer, Customer agrees to notify Bank via phone or email as soon as such an intrusion is detected, followed by written confirmation. The occurrence of unauthorized access will not affect any transactions executed in good faith by Bank prior to its receipt of such notification. In the event a transaction has not been executed, any such notification of unauthorized access that is provided to the Bank must be prior to execution of the transaction and within a reasonable time period to allow the Bank, on a best efforts basis, to prevent or cancel the transaction.
 - Unauthorized use. Any transaction initiated by an employee or agent of Customer shall be deemed to be authorized by Customer. Customer is responsible for all transactions deemed authorized by Customer. Customer is responsible for all transactions initiated by Customer Authorized Users until such time as Bank has been notified, in writing, that such authority has been revoked or cancelled, and Bank is provided with a reasonable time period to allow the Bank, on a best-efforts basis, to prevent or cancel any pending transaction(s). Customer is responsible for all transactions made through the use of Valid Codes, including knowledge based authentication, regardless of whether such transaction was authorized. Customer shall be solely responsible for any losses resulting from any compromised or unauthorized information or instructions delivered to Bank. Because Bank may rely upon and act in accordance with any communication received by Bank purporting to be a communication by an authorized person on Customer's behalf, without inquiring as to the source of such transmission or identity of such person, Customer hereby discharges and releases Bank from all liability resulting from Bank's execution of transactions initiated through the Online Transfers Services.
 - Customer acknowledges and agrees that the purpose of the SECURITY PROCEDURES FOR EXTERNAL TRANSFERS is to verify the authenticity of the use of any of the External Transfer Service and transfer instructions delivered to the Bank and that the SECURITY PROCEDURES FOR THE EXTERNAL TRANSFER SERVICE are not designed to detect errors in a transfer and in no case shall the Bank be responsible or liable for the detection of or failure to detect any error in transfers presented to the Bank in the name of Customer.
- xvi. Eligible Account Number Policy. If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.
- xvii. Our Liability. Except to the extent caused by a Force Majeure event, if we do not provide External Transfer instructions on time, if we cause an incorrect amount to be removed from an Eligible Account or if we cause funds from an Eligible Account to be transferred to any account other than the Eligible Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Eligible Account or intended Recipient's account.

We are not responsible or liable if you or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of the Bank hereunder.

You agree that your External Transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Eligible Accounts to make any transfer you request and that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the External Transfer and transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control, for example a Force Majeure event that prevent us from making a funds transfer or if the Bank's website was not working properly and you knew about the breakdown when you started the funds transfer.

xviii. Limitation of Warranty and Liability. See the section titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*.

xix. Indemnification. See the section titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*.

c. Additional Terms Applicable to the Transfer Service.

- i. Suspension and Reinstatement of Transfer Service. In the event that we at any time incur a problem with your use of the Transfer Service, including without limitation a failure in attempting to debit any of your Eligible Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of Transfer Service by contacting us using any of the methods provided for under this Agreement, see section of Agreement titled *ERRORS, DISPUTES, AND QUESTIONS*. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your External Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the External Transfer Service, the Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect.
- ii. Cut-off. Transfers between an Eligible Account and an External Account or Third Party Account that we receive by the cut-off time on any Business Day will begin processing on the same day. Cut-off times for the various Services can be found in the section of this Agreement titled, *Provisions Application to All Digital Services, Cut-off Times*.
- iii. Joint Eligible Account Holder. When you use the Transfer Service (Internal or External), you confirm that, if any of your Eligible Accounts is a joint account, your joint account holder has consented for you to use your Eligible Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our External Transfer Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.
- iv. Recurring Transfers. You may choose to schedule payments or Transfers to recur in the same amount at regular intervals or on the next Business Day if the date on which the transfer date is

a non-Business Day. The scheduled Internal Transfers between your Eligible Accounts at the Bank will be credited the same day even if day on which the transfer date is a non-Business Day. Recurring Transactions will be deducted from the Eligible Account from which such payment or transfer is requested on the transfer date selected, unless the Transfer is an External Transfer, then it will be done the next Business Day.

You may be enrolled or set up for automatic payments of your loan or credit accounts with the Bank. These automatic payments are different from Recurring Transactions. Automatic payments are triggered based on the associated billing date and the amount of the automatic payment may vary each month. Terms and conditions for automatic payments to Amerant loan or credit accounts will be presented to you at the time you set up the payments.

- v. Special Limitations on Transfers. Withdrawals or transfers out of your savings account, including any money market accounts, are limited by federal law. Please refer to the *Deposit Agreement* or other terms and conditions governing your Eligible Account for full details. Additionally, any transfer made from any line of credit account will be treated as an advance on such line of credit, and in addition to accruing interest under the terms of your line of credit agreement, will be subject to all other terms and limitations on advances thereunder.
- vi. Notwithstanding the foregoing, if we process a Transfer in accordance with your Instructions that overdraws your Eligible Account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of the *Deposit Agreement* or *Schedule of Fees*. If we process a Transfer in accordance with your Instructions that overdraws your External Account, the financial institution holding such External Account may assess fees or charge interest for any such overdraft. We will not be liable for failure to pay any request for a Transfer unless it is drawn against available funds credited to the designated Eligible Account.
- vii. Charges for the Transfer Service. Amerant does not charge a fee for the use of the Transfer Service. You may incur internet data charges, message, and data rates (based on your calling plan or messaging feature), and other costs from your mobile service/internet service provider may apply as a result of using the Service through Mobile Banking. In the event of an applicable fee, it will be displayed prior to execution of any transaction and will require your acceptance.
- viii. Survival. The provisions of paragraphs 2, 3.b., and 3.c. of this section shall survive termination of this Agreement or termination of your access to the Services.

VI. ALERTS (EMAIL / TEXT)

Please read the following terms and conditions for the Alerts (email / text) Service (hereinafter, the "Alert Service Terms & Conditions") carefully, it governs your access and use of the Alert Service (hereinafter the "Alert Service"). By selecting any form of alerts (email or text) in our Online Banking or Mobile Banking, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address or mobile phone number. You consent to the receipt of emails or text messages from us, or any of our third party service providers (e.g. Zelle®), or for example from a third party sending you money. You agree that we, third party service providers (e.g., Zelle®), or our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

1. Description of the Alert (email / text) Service. This section of the Agreement applies to all Digital Services. Enrollment requires identification of your Eligible Accounts as well as providing an email and a mobile phone number. The cell/mobile must be enrolled for SMS Text before you can elect to receive alerts via a Text. During the SMS Text enrollment process, you will receive a Text to your cell/mobile phone number to which you must reply with the OTSC presented to you within Online Banking or Mobile Banking, as applicable, during the SMS Text enrollment process. Only after SMS Text enrollment is completed can you add the cell/mobile device as an option to receive Text alerts. Additionally, you may select the type of alerts (security, payment, E-bills, account, etc.) and other preferences that will determine, together with your Eligible Account data/transactions, the frequency of alerts delivered. Once

established, the Alert Service will be ongoing; however, you can opt out of the Alert Service at any time.

2. You are under no obligation to use the Alert Service. Alerts are not encrypted and will never contain your full Eligible Account number. The information contained in the Alert Service's messages is as of a specific time and date, but because the Alert Service is subject to delay or interruption, it should not be considered real time information. You understand that messages through the Alert Service may be delayed for a variety of reasons and will not reflect account activity that occurred after the message was sent.
3. The Alert Service is a subscription service, through which you may receive multiple email or text messages, depending on your selected preferences, the frequency and availability of which will depend on the Eligible Account(s) and activity as well as the preferences you have (or have not) set for the Alert Service. You are responsible for keeping your phone number up to date in our Online Banking or Mobile Banking.
4. To the Alert Service. To cancel the Alert Service, you may log into Amerant's Online Banking or Mobile Banking, go into the appropriate tab (e.g., Bill Pay / Alert Preferences) and deactivate the service.
5. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communication service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.
6. We may terminate your participation in the Alert Service at any time without notice. You may terminate your participation in the Alert Service by unsubscribing them from alerts in Online Banking / Mobile Banking. If you terminate your participation in the Alert Service, you will no longer receive alert emails or texts from us. You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alert Service.
7. Information in an email or a text through the Alert Service does not amend, supplement, change or replace any other notice or information that you may receive in connection with your Eligible Account, including any information provided in monthly or periodic statements.
8. No Warranties. See section titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*.
9. We may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Alert Service. By using the Alert Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to Amerant or its service providers, which they may use for the duration of your business relationship with them solely to verify your identity and help prevent fraud.
10. Charges for the Alert Service. Amerant does not charge a fee for the use of this Alert Service. You may incur internet data charges, message, and data rates (based on your calling plan or messaging feature), and other costs from your mobile service/internet service provider may apply as a result of using this Alert Service.

VII. MOBILE DEPOSIT

Please read the following terms and conditions for the Mobile Deposit Service (hereinafter, the “**Mobile Deposit Service Terms & Conditions**”) carefully, it governs your access and use of the mobile check deposit Service (hereinafter, the “**Mobile Deposit Service**”). By choosing to use the Mobile Deposit Service, you agree to be subject to the Mobile Deposit Terms & Conditions and the provisions of this Agreement.

1. Accepting the Agreement and your attestation. You accept and agree to be bound by the terms and conditions for use of the Mobile Deposit Service when you enter the Amerant Mobile Application. By either accepting these terms or using the Mobile Deposit Service described herein or by authorizing others to use it, you agree to be bound by the Mobile Deposit Service Terms & Conditions, subject to amendments by Amerant from time-to-time. Such amendments to the Mobile Deposit Service Terms & Conditions will be made available to you on the Amerant Mobile Application and also posted on Amerant’s website at <http://www.amerantbank.com>. You attest: (i) you are a legal account owner, Authorized User, or legal representative (e.g., court appointed custodian / receiver, bankruptcy trustee, attorney-in-fact, etc.), including legal entities (e.g., Corporations, LLC’s Partnerships, Trusts, etc.); (ii) all information that you have provided to be used in connection with Mobile Deposit Service is accurate, current, and complete; (iii) that you have the right to provide such information to us for the purpose of using the Mobile Deposit Service; and (iv) that you shall not misrepresent your identity and to keep all information current and accurate.
2. Relation to other agreements. Your use of the Mobile Deposit Service may also be affected by the agreements between us for your Eligible Account(s). For example, the applicable *Schedule of Fees* and the *Deposit Agreement* apply to any linked Eligible Account(s). When you use the Mobile Deposit Service, you do not change those agreements with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions or terms that might affect your use of a linked Eligible Account with the Mobile Deposit Service.
3. Eligibility. In order to enroll in the Mobile Deposit Service, you must be designated as an Authorized User or owner of an Amerant deposit Eligible Account that is eligible for this Mobile Deposit Service (e.g., must be a client of the Bank for a designated period of time). We will determine whether you are eligible for the Mobile Deposit Service in our sole discretion. Factors impacting your eligibility include, but are not limited to: tenure of your relationship with Amerant, whether you overdraw your Eligible Account(s) with us or receive notice of such activity with other financial institutions, the regularities of any such overdrafts, number of return items on your Eligible Account(s), suspected fraud, etc. We may suspend or terminate your use of the Mobile Deposit Service at any time and without prior notice to you. If you violate the Mobile Deposit Service Terms & Conditions, then we also may use such actions as a basis to terminate your Eligible Account relationship with us.
4. Conditions to Provision of the Mobile Deposit Service. As conditions to Amerant’s provision of the Mobile Deposit Service, you shall (a) maintain the Eligible Account(s) in good standing, and (b) comply with such restrictions on the Mobile Deposit Service as we may communicate to you from time to time.
5. Description of the Mobile Deposit Service. “**Paper Item**” means an item within the meaning of Articles 3 and 4 of the Uniform Commercial Code that is in paper form and includes a check, draft (other than a demand draft) payable on demand, cashier’s check, teller check, or as provided in the paragraph below titled “**Eligible Paper Item(s)**”. The Mobile Deposit Service enables you to use the Amerant Mobile Application via certain supported Wireless Devices, as any such devices may be added or removed by Amerant at our sole discretion. The Mobile Deposit Service permits you to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“**MICR**”) line, to us for review and processing in accordance with the Mobile Deposit Service Terms & Conditions, and applicable laws and regulations. The term “**Electronic Item**” used within this Agreement incorporates the definition of “**electronic check**” and “**electronic returned check**”, as those terms are defined within Federal Reserve Regulation CC (“**Reg CC**”) (i.e., 12 CFR 229.2 (ggg)). “**Electronic Item**” means the electronic image of each Paper Item within the meaning of Articles 3 and 4 of the Uniform Commercial Code and other information captured from the Paper Item. After we receive your

transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

- i. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item was drawn and to which the Electronic Item relates or (b) at or through which the Paper Item is payable (each, the **"Paying Bank"**);
 - ii. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
 - iii. Present or post any Electronic Item for which we are the Paying Bank.
6. Eligible Paper Item(s). You agree to scan and deposit only **"checks"** as that term is defined in Reg CC. As stated above, you agree that the image of the check / Paper Item transmitted to Amerant shall be deemed an "Electronic Item" as that term is defined herein. You agree that you will not use the Mobile Deposit Service to scan and deposit any checks / Paper Items, as described below:
 - i. Checks payable to any person other than you (aka third party check);
 - ii. Checks that have been altered in any way, or that 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 is drawn;
 - iii. Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees;
 - iv. Checks that contain evidence of alteration to the information on the check;
 - v. Checks previously converted to a "substitute check", as defined in Reg CC;
 - vi. Checks that are remotely created checks, as defined in Reg CC;
 - vii. Checks drawn on a financial institution located outside the United States;
 - viii. Checks not payable in United States currency;
 - ix. Checks dated more than 6 months prior to the date of deposit;
 - x. Checks payable on sight or payable through drafts, as defined in Reg CC;
 - xi. Checks with any endorsement on the back other than that specified in these Mobile Deposit Service Terms & Conditions (see paragraph below titled *Endorsements and Procedures*);
 - xii. Checks that have previously been submitted through Mobile Deposit through the Mobile Deposit Service offered at any other financial institution, or that have otherwise been deposited with the Bank or any other financial institution, including checks that have been returned unpaid;
 - xiii. Checks that are "non-negotiable";
 - xiv. Traveler checks; or
 - xv. Personal money orders.
7. Fees for the Mobile Deposit Service. The Mobile Deposit Service is provided at no charge to you; however, third party message and/or data rates may apply. These include fees your wireless carrier may charge you for data usage or other services. Check with your wireless carrier for details regarding your specific wireless plan and any data usage or other charges that may apply. You hereby agree that any such fees are your sole responsibility, and we shall not be responsible for any such fees under any circumstance. In addition, a supported mobile device is needed to use the Mobile Deposit Service. The Mobile Deposit Service is a feature of the Amerant Mobile Application that you must download. You should also keep in mind normal account fees and service charges may apply. Please refer to the appropriate *Schedule of Fees* for the linked Eligible Account to obtain a listing of applicable charges that may apply for the various products or services used.
8. Limitations of Mobile Deposit Service. When using the Mobile Deposit Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Mobile Deposit Service has Eligibility (see above) requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Mobile Deposit Service, in whole or in part, or your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to you. Notwithstanding the foregoing, you agree that we may close your Eligible Account without advance notice (or any notice at all) under certain circumstances such as, for example, we believe in good faith that your Eligible Account is being used to facilitate fraud, to prevent a loss or other crime, or

your Eligible Account remains overdrawn for ninety (90) days or more.

9. **Deposit Limits.** We reserve the right to impose limits on the dollar amount(s) and/or number of deposits that you transmit using the Mobile Deposit Service and to modify such limits from time to time, without prior notice to you. 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 Mobile Deposit Service Terms & Conditions, and we will not be obligated to allow such a deposit at other times. The Bank will set internal limits at its sole discretion, and those limits will be provided to you in the Service or on our website (amerantbank.com). In the event you would like to increase the standard dollar limits, please consult with your relationship manager. We will consider several variables when determining a limit increase request, which include but are not limited to: tenure of your Eligible Account(s) relationship with the Bank, the manner in which you have handled your Eligible Account(s) (e.g., whether overdrafts or return items take place and their frequency), and the balances maintained in the Eligible Account(s) relationship, etc., as the risks of this service to the Bank for fraud are elevated. Daily and monthly deposit limits may vary for users. The Amerant Mobile Application will provide you with the maximum deposit limit available at any given time.
10. **Image Quality.** The image of a Paper Item transmitted to Amerant using the Mobile Deposit Service must accurately and legibly provide, among other things, the following information: (i) your endorsement; (ii) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate information about the bank routing number, account number, check number, and any other information contained in the bar code; and (ii) the signatures. Other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the Paper Items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearing house or association. Checks should be placed on a dark background, ensuring the image is in focus and the four corners of the check are visible inside the camera box.
11. **Endorsements and Procedures.** Any image of a check that you transmit to us through the Mobile Deposit Service must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. You agree to properly endorse any Paper Item prior to capturing and transmitting the image by including your **signature** or the **Authorized User's signature**, followed by a restrictive endorsement, as follows:
 - **"For Amerant mobile deposit only", Account #;**
 - **"For Mobile Deposit Only", Account #;**
 - **"Mobile Deposit at Amerant Only", Account #;**
 - **"Mobile Deposit Only Amerant", Account #;**or any substantially similar restrictive endorsement on the original check that contains the words **"MOBILE DEPOSIT ONLY"**. Any original check presented for deposit that does not include a restrictive endorsement, as provided for above, will not be accepted for deposit and will be returned by Amerant. You also agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as the Bank may establish from time to time. You agree to indemnify and hold harmless Amerant from any loss as a result of your failure to endorse the original check as required herein.
12. **Receipt of Paper Item(s).** For purposes of the Mobile Deposit Service, the definition of Business Day applies. For Cut-Off times applicable to a Mobile Deposit, see the section of the Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES, Cut-Off Times*. Notwithstanding the foregoing, your Electronic Item(s) is deemed to have been received by Amerant when you receive a confirmation from Amerant that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image, we will credit the account based on the scanned image. We are not responsible for Paper Items we do not receive or for images that are dropped during transmission. For all purposes, legal and otherwise, any Paper Item deposited will be deemed to have been deposited at the branch where the Eligible Account is maintained.

13. Exception Paper Item(s). Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Mobile Deposit Service (each, an **"Exception Item"**), without liability to you. An Exception Item includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, (c) any Paper Item previously listed in the paragraph in this section titled *"Eligible Paper Item(s)"*, (d) did not contain the required endorsement (as provided for above), or (e) for any other good faith reason we determine in our sole discretion.
14. Funds Availability. Funds deposited may not be available for immediate withdrawal and will be available based upon Amerant's *Funds Availability Policy* provided at account opening and / or as found on our website (<http://www.amerantbank.com>).
15. Retention of Original Paper Item(s). Once the Paper Item has been credited to your account, you must mark the original Paper Item by writing MOBILE CHECK DEPOSIT on the front with the date and retain the Paper Item for fourteen (14) calendar days. You may not present the original Paper Item or any image or substitute check created from the original check for payment at any other financial institution. During this 14-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original Paper Item available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our audit purposes. Should you fail to produce the original Paper Item, you authorize us to deduct the amount of the Paper Item in question from your Eligible Account, regardless of whether such action may cause your deposit Eligible Account(s) to have insufficient funds, and to pay any associated fees. Immediately after this 14-day period, you must securely and irretrievably destroy the original Paper Items from which you have previously created and submitted to us as an Electronic Item.
16. Hardware and Software. In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, a compatible Wireless Device specified by Amerant from time to time with a working camera that is capable of downloading and running the Amerant Mobile Application. The Amerant Mobile Application is provided at no cost to you; however, wireless carrier data usage rates may apply.
17. Errors. You agree to notify Amerant of any suspected errors regarding Paper Items deposited through the Mobile Deposit Service right away, and in no event later than 30 days after the applicable Amerant account statement is sent. Unless you notify Amerant within 30 days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against Amerant for such alleged error.
18. Errors in Transmission. By using the Mobile Deposit Service, you accept the risk that a Paper Item may be intercepted or misdirected during transmission. Amerant bears no liability to you or others for any such intercepted or misdirected Paper Items or information disclosed through such errors.
19. Returned Deposits. Any credit to your Eligible Account for Paper Items deposited using the Mobile Deposit Service is provisional. If Paper Items deposited through the Mobile Deposit Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, insufficient funds, closed account, etc., you agree that we may charge back the amount of the original Paper Item and provide you with an image of the original Paper Item, a paper reproduction of the original Paper Item or a substitute check. You authorize us to charge any of your Eligible Account(s), without prior notice and at any time for the returned Paper Item. Please refer to the Bank's *Schedule of Fees* for details on the applicable fees/charges. Without our approval, you shall not attempt to deposit or otherwise negotiate an original Paper Item if it has been charged back to your Eligible Account. We may debit any Eligible Account in which you have an ownership interest to obtain payment for any Paper Item that has been rejected or returned, for any adjustment related to such Paper Item or for any warranty claim related to such Paper Item, whether or not the rejection, return, adjustment or warranty claim was made timely.

20. Presentment. The manner in which the Electronic Items are cleared, presented for payment, and collected shall be in Amerant's sole discretion or as provided in the *Deposit Agreement*.
21. Compliance with Law. You will use the Mobile Deposit Service for lawful purposes and in compliance with all applicable laws, rules, regulations and this Agreement.
22. Mobile Deposit Service Unavailability. The Mobile Deposit Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the given Internet service provider, cellular service provider, and Internet software. In the event that the Mobile Deposit Service is unavailable, you may deposit original Paper Items in other methods including at our branches or through our ATMs.
23. Your Warranties to Amerant. You make the following warranties and representations to Amerant: FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE MOBILE DEPOSIT SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE MOBILE DEPOSIT SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE MOBILE DEPOSIT SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT AMERANT PROVIDES YOU WITH RESPECT TO THE MOBILE DEPOSIT SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY AMERANT IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE MOBILE DEPOSIT SERVICE OR YOUR SECURITY CREDENTIALS.

In addition, you represent and warrant that:

- a. Each Electronic Image is a true and accurate rendition of the front and back of the original Paper Item, without any alteration, and the drawer of the Paper Item has no defense against payment of the Paper Item.
- b. The amount, payee(s), signature(s), and endorsement(s) on the Electronic Image and on the original Paper Item are legible, genuine, and accurate.
- c. You will not deposit to your Eligible Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us as an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.
- d. There are no other duplicate images of the original Paper Item.
- e. The original Paper Item was authorized by the drawer in the amount stated on the original Paper Item and to the payee(s) stated on the original Paper Item.
- f. You are authorized to enforce and obtain payment of the original Paper Item.
- g. You have possession of the original Paper Item and no party will submit the original Paper Item for payment.
- h. You placed the required restrictive endorsement, as provided above, on the original Paper Item.
- i. You agree to indemnify and hold harmless Amerant from any loss for breach of this warranty provision.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

24. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Paper Items deposited through the Mobile Deposit Service in your possession and your records relating to such Paper Items and transmissions. Further, you agree to provide any requested affidavit of fraud or file police reports, as necessary.

25. Enforceability. We may waive enforcement of any provision of the Mobile Deposit Service Terms & Conditions. No waiver of a breach of the Mobile Deposit Service Terms & Conditions shall constitute a waiver of any prior or subsequent breach of said Terms & Conditions. Any such waiver shall not affect our rights with respect to any other transaction or to modify the Mobile Deposit Service Terms & Conditions. In the event that any provision of the Mobile Deposit Service Terms & Conditions shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Mobile Deposit Service Terms & Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
26. Ownership & License. You agree that Amerant retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s). Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with the Mobile Deposit Service Terms & Conditions. Without limiting the effect of the foregoing, any breach of the Mobile Deposit Service Terms & Conditions immediately terminates your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to Amerant's business interest, or (iii) to Amerant's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Service.
27. DISCLAIMER OF WARRANTIES. SEE SECTION TITLED *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*.
28. LIMITATION OF LIABILITY. SEE SECTION TITLED *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*.
29. Canceling / terminating, amending, or suspension of the Mobile Deposit Service. Except as otherwise required by law, we may in our sole discretion change these terms, and modify, terminate or cancel the Mobile Deposit Service, at any time, and we are not obligated to notify you in advance. This may include adding new or different terms to, or removing terms from, the Mobile Deposit Service Terms & Conditions. When changes are made we will update the Mobile Deposit Service Terms & Conditions and provide the same to you a reasonable period of time on or before the effective date of any such changes to the Mobile Deposit Service Terms & Conditions, unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event the Mobile Deposit Service Terms & Conditions will be updated within a commercially reasonable period of time. You will be notified of changes to this Agreement that materially affect your rights. By continuing to use Mobile Deposit Service after such notice of any change, you accept and agree to be bound by any such change.

We may terminate or suspend all or any part of Mobile Deposit Service at any time, in our discretion, without notice to you, and without liability to you. The Mobile Deposit Service Terms & Conditions shall remain in effect unless terminated by us. Without limiting the foregoing, the Mobile Deposit Service Terms & Conditions may be terminated if you breach any term of the Mobile Deposit Service Terms & Conditions, if you use the Mobile Deposit Service for any unauthorized or illegal purposes or you use the Mobile Deposit Service in a manner inconsistent with the terms of your Deposit Agreement, or any other agreement with us. No termination of the Mobile Deposit Service or any part thereof will affect your liability or obligations under the Mobile Deposit Service Terms & Conditions or any agreement accruing prior to the date of termination of any provisions of the Mobile Deposit Service Terms & Conditions or any agreement that, by their nature or by express provision, are intended to survive termination. When you use or allow others to use the Mobile Deposit Service, you confirm your agreement to abide and be bound by the Mobile Deposit Service Terms & Conditions, as in effect at that time. We may limit the types and number of accounts eligible for the Mobile Deposit Service at any time.

30. Survival. The provisions of paragraphs 1, 2, 5, 6, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28, 29, and 30, of these Mobile Deposit Service Terms & Conditions shall survive termination of this Agreement or termination of your access to the Services.

VIII. E-DISCLOSURE / E-STATEMENT SERVICE

The e-Disclosure / e-Statement Service (hereinafter, the “**e-Delivery**” or “**e-Delivery Service**”) is provided by us and these terms of use set forth the terms and conditions for any use of e-Delivery (the “**Terms of Use**”). We encourage you to read these Terms of Use carefully.

By establishing an Eligible Account, unless the specific Eligible Account type does not permit paper statements / disclosures, you signify your agreement to all the terms, conditions, and notices contained or referenced in these Terms of Use and accept responsibility for your use of the e-Delivery Service. For those Eligible Account types that permit paper statements / disclosures there will be fees associated with delivery of the paper statement and said fees can be found at our *Schedule of Fees* under Statements. Please read these Terms of Use carefully before you accept them. Access to e-Delivery and use of e-Delivery is subject to all applicable federal, state and local laws and regulations. Unauthorized use of e-Delivery or information accessed via e-Delivery is strictly prohibited.

1. Description of e-Delivery Service. The E-Delivery Service is offered for Eligible Accounts and is the default setting for our Eligible Accounts. This service allows you to replace mailed (paper) statements, disclosures, and account notices with email notice of available statements, disclosures, and account notices, many of which will be in PDF that you can view, save to your computer or print at your convenience. It is important to note, a number of our Eligible Account types incur a fee for the delivery of paper statements, as provided for in the applicable *Schedule of Fees*. Any legal notices that normally accompany your mailed statement will be delivered to you electronically. The following is a brief description of the various features of the e-Delivery Service and requirements for using the same. From time to time, we may add to, modify, or delete any feature of the e-Delivery Service at our sole discretion. Please note, if the Eligible Account is an e-Disclosure / e-Statement account type, you will not additionally receive a mailed (paper) statement, in order to receive paper statements you must opt out of Online Statements. However, copies of your Eligible Account statements or records will be available to you upon request as provided below.
2. e-Delivery Service. You will be registered as an Online Banking or Mobile Banking customer to use e-Delivery Service at account opening unless you choose to opt out. If you opt out at account opening, you can later opt in by entering the Online Banking, selecting Accounts, then Delivery Settings. You will have the option to enable Online Statements which will also enable the provision of e-disclosures (i.e., all Eligible Account disclosures will be provided electronically). Your statement(s) will be made available to you when you log into our Online Banking by clicking on Accounts / Statements. Should you retain or later opt in to e-Delivery:
 - You consent (initially and on an ongoing basis) to receive your Eligible Account statements in electronic format and authorize us to electronically deliver your Eligible Account statement on their established cycle (e.g., monthly, quarterly, etc.). This statement cycle may represent a change to your current Eligible Account statement cycle. Combined customer account statements may no longer be available.
 - Your election will be applied to any subsequent Eligible Accounts that are opened or that are linked to your Online Banking.
 - Each month you will receive a notification from us informing you that your monthly Online Statement is available online. You will receive this notification via email, thus making it imperative that you notify us of any email address changes.
 - You can change your email address within Online Banking by clicking on the Self Service / Self-Administration and Personal Preference tab. You can also notify us of any change in your email address or request paper statement copies by contacting us as provided for in the section of this Agreement titled ERRORS, DISPUTES, AND QUESTIONS.
 - Your statement will be provided in a PDF format. Your Online Statements will be available for your viewing for a period of up to 24 calendar months. You also agree to waive the mailing of a paper statement from this time forth. You can, if the Eligible Account type permits, however, at any time decline e-Delivery by contacting us to receive paper statements / disclosures by mail; however, it is important to note paper statements have a fee associated and that fee can be found in our *Schedule of Fees* at Statements. A monthly statement at all times, however, will be available to

you at the Bank.

3. Eligible Account(s) for e-Delivery. Eligible Accounts include the following personal or non- personal account types: checking, savings, money market accounts, and applicable loans. All checking, money market and savings accounts that are related (e.g., ownership, tax identification number, Social Security number, authorized signer, etc.) to your Eligible Account will be automatically enrolled for e-Delivery.

If any Eligible Account for which you have selected to receive Online Statements is a joint account, please be advised that only the holder or holders of the Eligible Account as shown on the Bank's opening documents will receive and be able to access the Online Statements and receive e-Disclosures for such Eligible Account.

4. Accessing your Online Statements. Your statement(s) will be made available to you when you log into the Bank's Online Banking or the Mobile App and click on the Accounts / Statements tab. Your statements will be provided in a readable, printable, and downloadable format (generally PDF).

- If you recently transitioned from paper statements and no statements are currently available, your current month's statement may not be available until your next cycle date.
- Your Eligible Account statements prior to the current month may take up to two weeks for availability.
- You will have the ability to view Online Statements for a period of up to 24 calendar months. Please note that your statement cycle may affect the ability to view prior statements. If you experience this problem, please contact us as provided for in the section of this Agreement titled *ERRORS, DISPUTES, AND QUESTIONS*.

5. Changing the Delivery Method. In the event you remain enrolled in e-Delivery, Online Statements, will be available only through Online Banking or the Amerant Mobile App. If you elect to receive paper statements and disclosures, if your Eligible Account type permits such delivery (as some accounts are only e-Disclosure / e-Statement accounts), there may be a fee associated with such delivery method. The applicable fee can be found in our *Schedule of Fees*, under Statements. You can also obtain copies by contacting us, as provided in the section below titled *ERRORS, DISPUTES, AND QUESTIONS*, or you may also visit a branch. There may be a fee associated with obtaining such copies as provided in our *Schedule of Fees*, under Copies.

6. Re-enrollment for e-Delivery. If you opted out of e-Delivery at any time, you may change your election by logging into your Eligible Account, choosing the tab Accounts / Delivery Settings to enroll for e-Disclosure / e-Statements by selecting "Online" or "Enable Online for All Accounts". For Eligible Accounts with multiple owners or Authorized Users, only one account owner/Authorized User needs to enroll for the Online Statements. Your current month's statement may not be available until your next cycle date.

7. Equipment. You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the e-Delivery Service. To access and retain your Online Statements, you must use an Access Device and software meeting the requirements summarized in the section of this Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*, paragraph titled *Technical Requirements* or as we may update from time to time. By selecting e-Delivery and accepting these Terms of Use, you acknowledge having the equipment and Internet or Mobile Banking access as referenced above. To view and print your statements, it is strongly recommended that you upgrade your Adobe Reader to the latest version available, as there are printing limitations with certain versions. Using a 56k dial-up modem may take more time to download your Online Statements.

8. Termination. These Terms of Use will be in effect from the date your account is opened, unless you opt out, and at all times while you are using Online Statements. Either you or we may terminate this Service at any time.

9. To Request Copies. To request paper copies of account records (including paper statements or disclosures) call us at the numbers provided for in the section titled *ERRORS, DISPUTES, AND*

QUESTIONS. It is important to note that any such request may be subject to applicable fees, as provided in our Schedule of Fees.

IX. WIRE TRANSFER TERMS & CONDITIONS

By choosing to use the Wire Transfer Service, you agree to be subject to the Wire Transfer Terms & Conditions (the “**WT T&Cs**”), and the rest of the provisions of this Agreement. Customer authorizes the Bank to receive, execute and charge the Eligible Account(s) for all payment order requests, when such requests are received by the Bank from the Customer or in the name of the Customer, as set out in these WT T&Cs.

1. Bank’s Obligations and Limitations. The Bank is not obligated to accept a payment order nor, if it accepts a payment order, it is liable for: (i) failure to timely execute a funds transfer, (ii) non-completion of the funds transfer for any reason, or (iii) any delay in transmitting the payment order or completing the funds transfer. In no event will the Bank be liable for failure to execute a payment order, improper or late execution if such was caused by circumstances beyond our control (e.g., Force Majeure event). To the extent that Customer may be liable to the beneficiary for interest and expenses of the funds transfer because of failure of the Bank to execute a payment order, improper or late execution within the Bank’s control, the Bank’s obligation to the beneficiary or Customer is limited to interest, expenses of the fund transfer, and incidental expenses. **THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCE SHALL THE BANK BE LIABLE TO ANY PARTY TO THE PAYMENT ORDER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGES OR ATTORNEYS’ FEES SUFFERED BY CUSTOMER OR THE CUSTOMER’S INTENDED BENEFICIARY FOR ANY REASON.**
2. Payment Orders and Security Procedures. Customer expressly agrees to be bound by any payment order, as a “transfer in the name of the Customer”, whether or not it is authorized, if it is issued in Customer’s name and accepted by the Bank: (i) acting in good faith and (ii) in compliance with the SECURITY PROCEDURES, as set forth and defined below. The SECURITY PROCEDURES (defined below) may use Valid Codes for login authentication and payment order verification and may include a call-back procedure, as well as any other means to verify the payment order, as described below in the paragraph titled SECURITY PROCEDURES. The parties agree that the SECURITY PROCEDURES (as defined below) are commercially reasonable.
3. Notification and Reporting. The Bank will notify the Customer of the completed funds transfer pursuant to the payment order summarized in the form of an email, a Bank pushed SMS message, or as reflected on your Online Banking/Amerant Mobile App, which permits the Customer to view transactions/balances or the periodic Eligible Account statements. Customer shall have the ability to select email or Bank pushed SMS message. The Customer will promptly report any discrepancies, unauthorized transfers or transfers not in the name of the Customer, erroneous payments to beneficiaries not intended by the sender, payment in an amount greater or lesser than the amount intended, or duplication of payment previously sent. In no event will the Bank be liable to the Customer where a report is made later than fourteen (14) calendar days after the date the Bank provided any of the notifications, as described above.
4. Receipt of Payment Orders; Dollar Limits on the Service. If a payment order is accepted by the Bank on behalf of the Customer who is a beneficiary of the payment order, Bank is not obligated to notify the Customer of receipt of the payment order. Receipt of the payment order will appear on the Customer’s next monthly Eligible Account statement and can be viewed daily via account balances/transactions. We reserve the right to impose limits on the dollar amount that you transmit using the Wire Transfer Service and to modify such limits from time to time, without prior notice to you. If you attempt to initiate a payment order in excess of these limits, we may reject or stop the processing of such payment order. If we permit you to make any payment order in excess of the established limits, such payment order will still be subject to the WT T&Cs terms of use, and we will not be obligated to allow such payment orders at any other time. The Bank will set the Wire Transfer Service limits at its sole discretion, and those limits will be provided to you in the Service or on our website (amerantbank.com).
5. Compliance with Security Procedures. If Customer complies with the SECURITY PROCEDURES (as defined below) and Bank fails to comply with the SECURITY PROCEDURES (as defined below), and as a result of Bank’s failure to comply, payment is made to a beneficiary not intended, payment is made in

an amount greater than the amount intended, or duplication of payment previously sent is transmitted, then Customer, as a condition of being relieved of the obligation to pay the payment order, shall fully cooperate in the Bank's efforts to recover from the beneficiary.

6. Beneficiary Identification and Payment Orders. Customer acknowledges that processing of payment orders is done by automated means using machines that identify beneficiaries by number. The Bank may rely upon the number provided by the Customer in a payment order and the Bank has no duty to detect any inconsistencies in identification. Bank may rely on such number as the proper identification of the beneficiary of the payment order even if the number does not, in fact, correspond to the person named and intended to be the beneficiary of the payment order. Likewise, the Bank may rely on the identifying number of any intermediary or beneficiary's bank, which appears in a bank payment order, even if the number identifies a bank different from the one identified by name in such payment order.
7. Consumer Wire Transfers and the Dodd-Frank Act Remittance Transfer Rule. Consumer wire transfers to foreign jurisdictions are afforded additional rights consistent with the Dodd-Frank Act Remittance Transfer Rule ("**Rule**"). For example, a Consumer wire transfer subject to the Rule will be held for thirty (30) minutes before being released and any time prior to the expiration of the 30 minutes you can cancel the wire transfer and not incur any fees or charges. In addition, Consumers are afforded 180 days to dispute an error under the Rule. For the sake of clarity, these rights are afforded only to Consumers conducting foreign wire transfers, they do not apply to domestic wire transfers or wire transfers conducted by businesses.
8. Recording of Telephone Conversations. The Bank is authorized to electronically record telephone conversations between the Bank and Customer. The decision to record a telephone conversation is totally at the Bank's discretion.
9. **Intentionally omitted.**
10. Indemnification and Hold Harmless. To the maximum extent permitted by applicable law, Customer shall indemnify, reimburse, protect, save, hold harmless and defend Bank, its directors, officers, employees, agents, successors and assigns ("**Indemnities**") from and against any and all liability, losses, damages, actions, suits, proceedings, controversies, fees (including reasonable attorneys' fees and investigatory fees) fines or penalties (whether groundless or otherwise and regardless of the form of the cause of action or whether the liability or responsibility arises under contract, quasi-contract, tort and/or negligence) incurred by or asserted against such Indemnities resulting directly or indirectly from:
 - i. Customer's failure to meet its obligations, representations, covenants, warranties, duties or other responsibilities of Customer arising under the WT T&Cs or any other claim against the Indemnities by reason of any acts or omissions of Customer or any third party or otherwise;
 - ii. Any and all fines and assessments imposed on Bank as a result of any infraction or violation of applicable law caused by or attributable to Customer;
 - iii. Any willful misconduct, negligence, action or omission on the part of any authorized individual who acts on Customer's behalf; or
 - iv. Bank performing its obligations under the WT T&Cs, or from Bank's attempted or actual execution of any request, instruction or payment order from Customer, except to the extent that such liability, losses, damages, actions, suits, proceedings, controversies, fees (including reasonable attorneys' fees and investigatory fees) fines or penalties are caused by the gross negligence or willful misconduct of such Indemnities (provided that reliance, without further investigation, on any telephonic, telegraphic, electronic (e.g., email, scanned image, etc.), facsimile, oral or written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnities).

If Bank seeks indemnification under the WT T&Cs, Bank shall notify Customer within thirty (30) days after learning of the occurrence of any event that is asserted to be an indemnifiable event. If such event involves a claim by a third party, and Customer confirms in writing its responsibility for such liability, if established, Customer shall be entitled to participate in, and assume control over the defense, settlement, adjustment or compromise of such claim. Bank shall have the right to employ separate

counsel in any action or claim and to participate in the defense thereof at the expense of Customer if (a) the retention of such counsel has been specifically authorized by Customer, or (b) Customer does not notify Bank within twenty (20) days after receipt of a claim notice. Customer shall obtain the prior written approval from Bank before entering into any settlement, adjustment or compromise of such claim or ceasing to defend against such claim, if pursuant to or as a result of such settlement, adjustment, compromise, or cessation, injunctive relief or other relief would be imposed against Bank.

11. Limitation of Liability. Bank and its affiliates shall have no liability to Customer for any loss, damage, cost or expense arising out of the WT T&Cs, except for liability arising as a direct result of Bank's gross negligence or willful misconduct in performing or failing to perform. In no event shall clerical errors or mistakes in judgments constitute a failure to exercise ordinary care, nor shall Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Bank. The parties agree that under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any payment order which is caused by interruption of telephone, internet or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, any Force Majeure Event (as defined below), or other circumstances which are unavoidable or beyond Bank's control (e.g., OFAC). Bank shall not be liable for failure to perform any of its obligations if such performance would result in it being in breach of applicable law. If Bank fails to credit any of Customer's Eligible Account(s) utilized in connection with a payment order in accordance with the applicable *Deposit Agreement* as of the date such credit was earned, upon discovery or notification of such amount, Bank shall not incur any liability therefore, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the Eligible Account. The Customer agrees that Bank shall not be liable to the Customer for any act done or step taken or omitted in good faith, or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection with the WT T&Cs, except resulting from Bank's gross negligence or willful misconduct. Except as otherwise expressly mandated by applicable law, in no case shall Bank be liable or responsible to Customer (regardless of the form of the cause of action and regardless of whether the liability or responsibility arises under contract, quasi-contract, tort and/or negligence) in an amount which exceeds the sum of the previous twelve (12) months of all fees actually paid by Customer to Bank pursuant to the WT T&Cs.
12. Currency Conversion and Cancellation of Payment Orders. Payment orders for the transfer of U.S. dollars will be paid in U.S. dollars if transferred to a beneficiary located in the United States. If transferred to a beneficiary located in a foreign country, the beneficiary's bank may elect to pay the beneficiary in foreign currency at its rate of exchange for the funds transfer. It is the Customer's responsibility to advise the beneficiary of this possibility. Foreign currency payment orders are final when made to or by the Bank. However, pursuant to the Customer's request, the Bank may attempt to cancel or amend any payment order before the funds transfer is made. The Bank shall incur no liability if it is unable, for any reason, to cancel or amend a payment order / funds transfer. Refunds of U.S. dollar payment orders shall be made in the U.S. dollar amount. Refunds of foreign currency payment orders shall be in the amount of U.S. dollars that can be bought for the foreign currency amount at the Bank's then current rate of exchange. The Customer bears all risk of loss due to fluctuation in the rate of exchange and shall fully reimburse the Bank for any such amount. No wire transfer fee shall be refunded. The Customer is responsible for any charges related to the cancellation or amendment of the foreign currency order, including the costs to convert the foreign currency back to U.S. dollars after cancellation. The Customer understands and acknowledges that in addition to the wire transfer fees applicable to each wire transfer, Amerant retains a nominal spread on the Foreign Exchange (FX) rate provided by our correspondent bank. Upon request, Amerant will provide you with that spread on the Foreign Exchange (FX) rate.
13. Return of Unauthorized Payment Orders. If the Bank receives payment on behalf of the Customer as a beneficiary and is put on notice by the sender, the sender's bank, or any intermediary bank that the payment order was not authorized, then upon notice to the Customer, the Bank may return the payment order to the sender's bank.
14. Applicable Interest Rate. Where interest is referred to in the WT T&Cs or where interest is chargeable to the Bank by statute referring to any transaction described in the WT T&Cs, then the rate of interest is

referred to as the then current Federal Funds rate for the applicable period of time.

15. Confidentiality of Bank's Procedures. Customer agrees that it will prevent the disclosure within and outside of its organizations except on a "need to know" basis of any of the Bank's procedures relating to transfer of funds or the SECURITY PROCEDURES (as defined below). If the confidentiality of the procedures is compromised, Customer will notify Bank immediately.
16. Termination of the Wire Transfer Service. Either party may terminate the WT T&Cs. Customer, to terminate, will send a notice of termination to the Bank. The Bank will have a reasonable time in which to act on the notice. The Bank may terminate the WT T&Cs upon written notice to Customer.
17. Payment Order Cut-off Time. Payment orders must be received by Bank at least one (1) hour prior to the cut-off hour established by the Bank and subject to change from time to time. The cut-off time for funds transfers shall be as set out in in the section of this Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*, paragraph titled *Cut-off Times* or as may be communicated to Customer in writing. The Bank will give the Customer reasonable notice of any change to said cut-off time. Any payment order received after the cut-off time may be treated by the Bank as received on the following business day.
18. Arbitration; Governing Law and Venue; and Class Action and Jury Trial Waiver. Arbitration, Governing Law and Venue, and Class Action and Jury Trial Waiver provisions can be found in the section of this Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*.
19. **SECURITY PROCEDURES. CUSTOMER AND BANK ACKNOWLEDGE THE IMPORTANCE OF THE SECURITY PROCEDURES OUTLINED IN THIS PARAGRAPH. CUSTOMER AGREES THE SECURITY PROCEDURES ARE COMMERCIALY REASONABLE, IN LIGHT OF CUSTOMER'S CIRCUMSTANCES AND TYPE, VALUE AND FREQUENCY OF PAYMENT ORDERS OR FUNDS TRANSFERS INITIATED OR TO BE INITIATED, AND NO SPECIAL CIRCUMSTANCES EXIST WITH RESPECT TO CUSTOMER THAT WOULD REQUIRE ANY OTHER SECURITY PROCEDURE(S). ANY SUCH SPECIAL CIRCUMSTANCES MUST BE ADDRESSED AS PROVIDED BELOW. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THE WT T&Cs AND ANY BELIEF BY CUSTOMER THAT THE SECURITY PROCEDURES ARE NOT COMMERCIALY REASONABLE MUST BE COMMUNICATED TO BANK IMMEDIATELY. THE AGREED UPON SECURITY PROCEDURES FOLLOW:**
 - a) **THE PARTIES AGREE THAT THE AUTHENTICITY OF ANY REQUESTED PAYMENT ORDER IN THE NAME OF THE CUSTOMER WILL BE VERIFIED PURSUANT TO THE BELOW AGREED UPON SECURITY PROCEDURES FOR THE WIRE TRANSFER SERVICE, AS FOLLOWS:**
 - i. Accessing the Online Banking or Mobile Banking login with your or an Authorized User's Valid Codes together with verification of the payment order through the use of an out of band OTSC within Online Banking or Mobile Banking, or any additional Security Procedure described below at our sole discretion, then you acknowledge and agree that the Wire Transfer Service's Security Procedures for transfers initiated through this Service: (1) were met and (2) they are commercially reasonable; and
 - ii. You agree to be bound by any payment order / wire transfer we processed, whether authorized or unauthorized, which we implement in compliance with these Security Procedures, unless you have given us prior notice of possible unauthorized use of your Valid Codes and we had a reasonable opportunity to act on such notice.
 - b) Protection of Customer's Valid Codes. Customer agrees to (a) keep all Valid Codes and Access Devices, including Wireless Devices, wherein any of the above Valid Codes are either received, delivered to, or generated locked to protect and maintain secure and strictly confidential these key components of the agreed upon Security Procedures, (b) promptly change any initial Bank assigned temporary Password, (c) provide access or the Valid Codes only to authorized Customer or designated Authorized Users (e.g., authorized officers), (d) provide an opened device due to Biometric Authentication only to Authorized Users, (e) instruct each Authorized User that he or she

is not to disclose the Valid Codes to any unauthorized person, and in the event of an actual or suspected security breach, they must immediately notify Customer and select establish new Valid Codes, if appropriate or deemed necessary, and (f) in the event of an actual or suspected security breach, immediately notify Bank and implement new Valid Codes. Customer and any Authorized User will not make any Valid Codes available to any non-authorized persons. Bank and Customer agree that the Security Procedures provided herein are commercially reasonable. Customer agrees that payment order/wire transfer conducted under the Valid Codes shall be deemed to be authorized payment order/wire transfer and binding on Customer. It is the sole responsibility of the Customer and any Authorized User to ensure compliance with their established internal security procedures, processes, or regulations with respect to confidentiality for Customer or Authorized User's Valid Codes for the Wire Transfer Service.

- c) Authorization. Bank will consider and Customer agrees that any access to Online Banking or Mobile Banking and the Wire Transfer Service through use of Valid Codes to be duly authorized by Customer, and Bank will therefore seek to carry out any instructions for payment orders, regardless of, and without verifying, the identity of any person giving such instructions for payment orders. Customer hereby authorizes Bank to treat any instruction transmitted with Valid Codes as having been made to Bank in writing, signed, and verified by Customer or their duly Authorized Users. In the absence of substantial evidence to the contrary, Bank's records with respect to such instructions will be conclusive regarding access to, or action taken through, Online Banking / Mobile Banking or the Wire Transfer Service using Valid Codes, whether such access or action is by Customer/duly Authorized User, or by any employee or agent who have obtained access to any Service through Customer's failure to maintain adequate internal controls.
- d) Access and use of Wire Transfer Service. Customer shall be responsible for establishing and maintaining the procedures to safeguard against unauthorized access to the Wire Transfer Service including anti-virus protection mechanisms, and if required, updates to such procedures and monitoring by Customer of its compliance with such procedures as outlined within these WT T&Cs. Customer warrants that no individual will be allowed access to the Online Banking or Mobile Banking in the absence of proper supervision and safeguards and agrees to maintain the confidentiality of these Security Procedures, and the Valid Codes and any other related instructions provided by Bank in connection with the applicable Security Procedures set forth herein. If Customer, at any time, has reason to believe or suspect that any such information or instructions have been compromised or disclosed to or accessed by any unauthorized person or used in a manner not authorized by Customer, Customer agrees to notify Bank via phone or email as soon as such an intrusion is detected, followed by written and, as requested, signed confirmation. The occurrence of unauthorized access will not affect any transactions executed in good faith by Bank prior to its receipt of such notification. In the event a transaction has not been executed, any such notification of unauthorized access that is provided to the Bank must be prior to execution of the transaction and within a reasonable time period to allow the Bank, on a best efforts basis, to prevent or cancel the transaction.
- e) Unauthorized use. Any transaction initiated by an employee or agent of Customer shall be deemed to be authorized by Customer. Customer is responsible for all transactions deemed authorized by Customer. Customer is responsible for all transactions initiated by Customer and Authorized Users until such time as Bank has been notified, in writing, that such authority has been revoked or cancelled and Bank has a commercially reasonable amount of time to disconnect the Wire Transfer Service. Customer acknowledges that it assumes full liability during this time period. Customer is responsible for all transactions made through the Valid Codes regardless of whether such transaction was authorized. Customer shall be solely responsible for any losses as a result of any compromised or unauthorized information or instructions delivered to Bank. Because Bank may rely upon and act in accordance with any communication received by Bank using Valid Codes, even if such communication purports to be a communication by an authorized person on Customer's behalf, without inquiring as to the source of such transmission or identify of such person, Customer hereby discharges and releases Bank from all liability resulting from Bank's execution of transactions initiated through the Wire Transfer Service using Valid Codes.
- f) Verification of Authenticity of Payment Orders. Customer acknowledges and agrees that the purpose

of the Security Procedures herein is to verify the authenticity of the Wire Transfer Service and a payment order delivered to the Bank and that the Security Procedures are not designed to detect errors in a payment order, and in no case shall the Bank be responsible or liable for the detection of or failure to detect any error in payment orders presented to the Bank in the name of Customer.

g) **ADDITIONAL SECURITY PROCEDURES TO BE USED WHEN BANK DETERMINES, IN ITS SOLE DISCRETION, ADDITIONAL SECURITY PROCEDURES ARE WARRANTED. THE AGREED UPON ADDITIONAL SECURITY PROCEDURES FOLLOW:**

- i. Customer agrees that, at the Bank's option, it may perform any one or more ADDITIONAL SECURITY PROCEDURES or any other reasonable means to verify the payment order is that of the Customer, including but not limited to: obtaining information about Customer and the Eligible Account activity (e.g., recent transactions), calling the Customer via any commercially reasonable video conferencing platform in order to verify the Customer identity or the identity of any Authorized User (including confirmation of Customer's telephone number during the video call), verify Eligible Account related information (e.g., listed beneficiaries, authorized signers and their personal information), and/or asking similar security or Eligible Account related information (e.g., questions individual's identification (as applicable / possible), confirming fax number of Customer, confirming email address of Customer, etc.), review of availability of funds, verification of beneficiary's name, beneficiary's key information (e.g., date of birth, government issued ID, etc.) and amount of the wire transfer provided in Customer's payment order, recording of telephone conversation as provided in the WT T&Cs, Bank may confirm payment order via a call back procedure described above using a personal identification number (PIN, also known as one time code) generated by the Bank and provided to Customer for use as Customer's code number in a call back, confirming that Customer or authorized individual is duly authorized (including course of conduct) to transact on the Eligible Account(s), confirming a WT T&Cs (as applicable) has been accepted, etc.
- ii. Customer acknowledges and agrees that the purpose of the ADDITIONAL SECURITY PROCEDURES is to verify the authenticity of the payment order delivered to the Bank and are not designed to detect errors in payment orders, and in no case shall the Bank be responsible or liable for the detection of or failure to detect any error in a payment order presented to the Bank in the name of customer.
- iii. Consistent with the terms of the WT T&Cs, the Bank may require the call back to be recorded, and at its sole discretion can cease processing the payment order should the Customer refuse the recording of said call back.

- h) The Security Procedures and the Additional Security Procedures contained herein may be modified as mutually agreed to in writing by and between Customer and the Bank. No modification or amendment to the Security Procedures and the Additional Security Procedures shall be binding on the Bank unless it is in writing, approved by the Bank's Legal Department, and signed by both parties. Only a Bank officer with a Senior Executive Vice President title shall be authorized to modify or amend the Bank's Security Procedures and the Additional Security Procedures.

20. **Payment Orders and Overdraft Fees.** Customer shall pay Bank the amount of each payment order requested and executed by Bank. This includes the Wire Transfer Fee disclosed to Customer prior to their release of the payment order or as provided in the *Schedule of Fees*. Customer agrees that its payment order requests shall not exceed the available balance in the Eligible Account designated to pay the funds transfer request. However, if a payment order should be executed that creates an overdraft, Customer agrees to pay Bank the overdraft amount and any applicable overdraft fees, as provided in the *Schedule of Fees*, promptly upon demand. Bank may offset the amount of the overdraft against the balance of any Customer's Eligible Account(s) with the Bank. The foregoing shall not preclude Bank from exercising any other rights it may have to collect under any other agreement or law.

21. **Payment Orders and Beneficiary Identification.** Customer understands and agrees that the payment of a payment order may be made by Bank, or any other financial institution used to carry out the transfer request based on an identifying account number provided by Customer for the beneficiary, even if the

number identifies a person different from the named beneficiary. Customer also understands and agrees that Bank or any other financial institution used to carry out the payment order request, might rely on the identifying number of the intermediary or beneficiary's financial institution provided by the Customer as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one named. Bank and any other financial institution shall not be responsible for determining whether the beneficiary's name and account number refer to the same financial institution. Customer is still liable to Bank for the amount of the transfer request even if payment of the transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying account number provided by Customer or if payment of the transfer request is made to a financial institution different from the one identified by name on the identifying number provided by the Customer.

22. Amendment and Waiver. The WT T&Cs may be amended by Bank from time to time, by sending a copy of any proposed amendment to Customer at least thirty (30) days prior to the effective date. None of the terms of the WT T&Cs may be waived or modified except as Bank may consent in writing, and no agreement with or representation made by any employee of Bank that is in conflict with the WT T&Cs will be binding on Bank unless contained in a written modification or addendum of the WT T&Cs signed by a Senior Executive Vice President of Bank. No delay on the part of Bank in exercising any right or power under the WT T&Cs shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under the WT T&Cs preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under the WT T&Cs are cumulative and not exclusive of any rights or remedies which Bank would otherwise have. No representation or statement not expressly contained in the WT T&Cs or in any amendment shall be binding upon Customer or Bank.
23. Electronic Signatures and Records. If Customer emails or otherwise electronically produces any scanned or digital version of a document to Bank with a representation of a signature, Customer agrees that it was its intention that: (i) Customer's fax/scanned/electronically produced signature is an electronic signature under applicable federal and state law, (ii) the fax/scan/electronically produced document be an original document, (iii) Customer intends on conducting business with Bank by electronic records, electronic contracts, and electronic signatures, (iv) Customer's consent under (iii) to be electronically given under applicable federal and state law.
24. Cancellation of Payment Orders. Customer hereby agrees that if it revokes or cancels any payment order, it will indemnify and hold Bank harmless consistent with the provisions contained in the WT T&Cs and the Agreement, as a result thereof. Upon receipt of a request by an Authorized User to cancel a payment order previously communicated to the Bank, Bank will use its best efforts to cancel the payment order and/or recover the related funds. A communication by the Customer, which attempts to cancel or amend a payment order, must be received by Bank at a time and in a manner affording it a reasonable opportunity to act on the communication. Bank makes no representations or warranties as to its ability to revoke or cancel a payment order once it has been executed.
25. Delivery of Notices and Electronic Communications. Written notices sent to the Bank shall not be effective until actually received. Written notice given to the Customer shall be effective when mailed to the address shown on the Bank's system of records, sent via email or posted via Online Banking or Mobile Banking notices.
26. Non-Performance Due to Unforeseeable Events. Neither party shall be liable for the non-performance hereunder to the extent such performance is prevented by a Force Majeure event. Each party's obligation to perform timely shall be excused to the extent such performance is prevented by a Force Majeure event. In the event that non-performance by a party continues for thirty (30) calendar days after the Force Majeure event, the other party may immediately terminate the WT T&Cs upon written notice to the non-performing party.
27. Unenforceable Provisions and Compliance with Applicable Law. Any provision of the WT T&Cs that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of the WT T&Cs. If performance of any of the obligations under the WT T&Cs would result in violation of applicable law, the WT T&Cs shall be deemed amended to the extent necessary to comply

therewith.

28. Survival Paragraphs. Upon the expiration or termination of the WT T&Cs for any reason, the following paragraphs of the WT T&Cs shall survive 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28.

X. BILL PAY

By choosing to use the Amerant Bill Pay Service, you agree to be subject to the Bill Pay Terms & Conditions (the “**Bill Pay T&Cs**”), and the rest of the provisions of this Agreement. The Service lets you schedule bill payments through the Service. You must have at least one Funding Eligible Account (i.e., a checking or NOW account). You can arrange, at your option, for the payment of your current, future, and automatic (recurring) bills. Please note that the Funding Eligible Accounts have certain payment limits, as summarized below. We may adjust these limits (such as we may establish a lower single payment limit for you) in our sole discretion without prior notice to you, unless otherwise required by applicable law or regulation. We may also establish or adjust limits for total daily, weekly, or monthly payments. For security reasons there may be additional limits on the amount, number, or type of transactions you can make using Bill Pay.

1. General Terms. You may pay any payee approved by us in the continental United States, Alaska and Hawaii, and the following United States Territories: Guam, Puerto Rico, and the Virgin Islands.

Joint account holders may use the same account as their Bill Pay Funding Eligible Account for their individual use of Bill Pay.

If you give us the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. In some cases, we may submit payments to the best-known payee name or address. Bill Pay payments sent via paper check with varying payee names may be combined in one envelope if those payments have the same mailing address, and the payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g. - Suite, Room, Floor, Dept., Building, or Unit. If we need to, we'll change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing and eBill activation.

Bill Pay is intended for your use only to pay bills and invoices, and not for any other purpose. Using Bill Pay to process payments on behalf of someone other than an owner is prohibited and will be grounds for termination of Bill Pay and your access to the Service.

We may use non-affiliated third parties acting on our behalf to process Bill Pay payments. Paper checks processed by non-affiliated third parties may show that they were drawn on the third-party processor, rather than on Amerant.

If your Funding Eligible Account closes or is restricted for any reason, we'll cancel all pending payments associated with the account. It will be your sole responsibility to make all pending and future payments.

2. Security Procedures. By enrolling in the Service and accessing it using your User ID and password, and such other security and identification methods as we may require from time to time, such as security questions or OTSC, you acknowledge and agree that this system includes security procedures for making bill payments initiated through this Service that are commercially reasonable. You agree to be bound by those payments, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use of your password and we had a reasonable opportunity to act on such notice.
3. Payment Limits. We reserve the right to impose limits on the dollar amount that you transmit using the Bill Pay Service and to modify such limits from time to time, without prior notice to you. If you attempt to initiate payments in excess of these limits, we may reject or stop the processing of such payments. If we permit you to make any payments in excess of the established limits, such payments will still be subject to the Bill Pay T&Cs, and we will not be obligated to allow such payments at any other time. The Bank

will set the Bill Pay limits at its sole discretion, and those limits will be provided to you in the Service or on our website (amerantbank.com). Please note, however, that some Payees may place limits on the amount they will accept via electronic transmission. When the limit is exceeded, the payment will be remitted by check. Other than as stated above, there is no limit to the number of payments that may be authorized.

4. Overdrafts. If we receive a bill payment drawn against your Funding Eligible Account, and there are insufficient available funds in that account to cover the payment, we may at our sole discretion:

- Cover the payment by transferring available credit or funds from an account you have linked for Overdraft Protection;
- Pay the bill payment and create an overdraft on your account;
- Decline the bill payment; or
- Re-attempt the bill payment the following Business Day (until this second attempt is completed, the payment is pending and cannot be canceled).

Any such decision remains discretionary regardless of whether we've previously honored or dishonored overdrafts. If we process a bill payment and it causes an overdraft, you shall be fully responsible for the overdraft and any overdraft fees, as set forth in the *Schedule of Fees*, as well as all late fees, interest charges or other action taken by the Payee. Further, payment of an item that causes an overdraft will result in a negative balance on your Funding Eligible Account and such will be governed by our *Deposit Agreement* and *Schedule of Fees*, and fees may apply.

5. Payment delays. A payment may fail or be delayed if:

- There are insufficient funds available in your account to send the payment;
- The payment does not comply with these provisions or the third party network rules;
- The payment exceeds the transaction limits;
- There is suspected fraud, or in order to comply with regulatory requirements;
- The payee rejects it; or
- The Bill Pay is unavailable for any reason, including due to The Clearing House or another third party network (as applicable).

If a payment is delayed or we do not send it, we will notify you.

If you believe that an erroneous or unauthorized payment has been made through the Bill Pay using your account, or that your account credentials have been lost, stolen, or otherwise compromised, please contact us immediately in accordance with section titled *ERRORS, DISPUTES, AND QUESTIONS*.

6. Manner and timing of payments. You authorize us to make payments in the manner we select from the following methods:

- Electronic transmission. Many payments are made by electronic transmission.
- Corporate check – This is a check drawn on our account or the account of our vendor. If a Payee on a corporate check fails to negotiate the check within ninety (90) days, we may place a stop payment on the check, at our sole discretion, and re-credit your account for the amount of the payment. If a corporate check is returned to you prior to the end of the ninety (90) day period, please inform us immediately so that we can stop payment on the check and re-credit your account.
- Personal check – This is a check drawn on your account when it is presented for payment.

Payments to a person or business with an Army Post Office or Fleet Post Office address will be made via paper check, they will not be Remittance Transfers (Wire Transfer Service section of this Agreement).

Any obligations that you wish to pay through Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the Service. We recommend that you not use the Service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment, you must schedule payments, and your account must be in good standing and have sufficient available funds in the designated deposit account to cover the payment, at least five (5) Business Days before the payment due date, NOT the date after which late payment fees may be assessed.

If an account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, which may involve one or more attempts on subsequent business days, it may cause an overdraft in your account in which case you shall be fully responsible for the overdraft and any overdraft fees as set forth in the *Schedule of Fees*, and will be handled consistent with the terms of the *Deposit Agreement*, as well as all late fees, interest charges or other action taken by the Payee. For consumers only, if an account has sufficient funds on the scheduled date and we initiate the transfer but the account does not have sufficient funds when the payment posts to your account, we will not charge an insufficient funds fee to your account, but you may incur late fees, interest charges or other action taken by the Payee.

If we fail to process a payment in accordance with your properly completed instructions, we will reimburse you for any late payment fees. As indicated above, some payments may be made by a personal check. Since we can't predict the exact date that a personal check will be presented to us for payment, please make sure you have sufficient funds in your account beginning a few days before your scheduled delivery date and keep such funds available until the payment is deducted from your account.

7. **Fees.** There are no monthly service fees for Bill Pay. Account fees (e.g., monthly service, transaction) may apply to the Bill Pay Funding Eligible Account. For more information on the account fees, please refer to the *Schedule of Fees* as well as the account product guide you received when you opened your account.
8. **Third-Party eBills.** Third-party eBills are electronic versions of paper bills made available from participating companies that may not contain the full statement details in them. eBills are updated automatically once the eBill is received from participating companies. If the company you are setting up for bill payment offers eBills, we will let you know that the eBill service is available and guide you through the enrollment process.

Companies may require you to provide certain information in order to verify your identity and validate your eligibility to receive an eBill. Amerant does not control what criteria or information a company uses for their eBill setup. Please refer to the company's privacy notices or contact the company directly if you have concerns over the company's collection, use, and storage of your data. Once an eBill request is submitted, it may take up to ten (10) Business Days for a company to approve your eBill request. We will send you an email alert regarding the status of your eBill activation.

Since eBills are controlled by third-party companies, Amerant takes no responsibility for any late charges or other adverse consequences if a company delays delivery or fails to deliver a complete or accurate eBill. If you do not receive an eBill or have questions about an eBill, please contact the company directly.

9. **Stop/Change Payment.** You have the right to stop or change any scheduled bill payment, if you: (1) do so within the Bill Pay secure session or by calling Amerant as provided for in the section titled *ERRORS, DISPUTES, AND QUESTIONS*, and (2) have submitted your request in time to provide us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your bill.

Stop payment requests aren't guaranteed: for example, payees can present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee or credited to the payee's account it cannot be stopped. If we successfully stop the

payment of a paper check, it may take up to seven (7) Business Days for the funds to be credited back to your account.

10. Scheduling Payments. When making payments through Bill Pay, please allow enough time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date, so that the delivery date is before the payment due date. It is highly recommended that you send no less than five (5) Business Days in advance of when payment is due.

Bill Pay payments sent by check will show the payee of the check as the "Name on Bill" you have provided for that payee record.

The cut-off time for the Bill Pay Service can be found in the section titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*, Cut-off Times (Bill Pay). Payment after the cut-off time means the payment will go out the next Business Day. We will withdraw funds from your Bill Pay Funding Eligible Account on the Business Day following your Payment Send On Date. Your Available Balance may be reduced by the amount of your payment on the calendar day following your Payment Send On Date, if that day is not a Business Day.

If a paper check is sent and the check is not presented for payment within 90 days, at our sole discretion, we may stop payment on the check and credit the check amount back to your Bill Pay Funding Eligible Account.

11. Termination of the Service. Termination of the service by you or us is addressed in the section of the Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*.
12. Limitation of Liability and Disclaimer of Warranties. Our limitations of liability and disclaimer of warranties can be found in the section titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*.

XI. ZELLE NETWORK® TERMS OF USE

1. Description of Services.
 - a. We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle® as "Network Banks."
 - b. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank.
 - c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
2. Eligibility and User Profile; Amendments to these Terms of Use. When you enroll to use the Service you agree to the terms and conditions of this *Agreement* and these Terms of Use. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

Your continued use of the Service after any amendment, modification, or change to the terms and conditions of these Terms of Use shall constitute your agreement and acceptance of such amendment, modification, or change.

3. **Consent to Share Personal Information (Including Account Information)**. You agree that we may collect, transmit, store, and use certain information about you and your use of your Amerant account in the Service. Amerant will use, share, and protect your personal information in accordance with the Amerant *Privacy Notice*, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. Please review the disclosure found at <https://www.amerantbank.com/privacy/>.

You acknowledge that other third parties, such as Zelle®, will have access to certain details of the

transactions you make using the Service. You acknowledge that Amerant does not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not Amerant's Privacy Policy or Privacy Notice.

4. Privacy and Information Security. We make security and the protection of your information a top priority. You can access our *Privacy Notice* at <https://www.amerantbank.com/privacy/>, which Privacy Notice is incorporated into and made a part of this Agreement by this reference.
5. Wireless Operator Data. We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship.
6. Enrolling for the Service.
 - a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
 - b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the paragraph below titled "Requesting Money."
 - c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
 - d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.
7. Consent to Emails and Automated Text Messages. By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:
 - a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
 - c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
 - d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
 - e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at the number provide in the section of the Agreement titled *ERRORS, DISPUTES, AND QUESTIONS*. You expressly consent to receipt of a text message to confirm your “STOP” request.
 - f. Supported Carriers. Most major carriers supported; some restrictions may apply.
8. Receiving Money; Money Transfers by Network Banks. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need, or Zelle® may need, additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks. You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either in the Zelle® mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability. Neither we nor Zelle® shall have liability to you for any transfers of money, including without

limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE OR BY APPLICABLE LAW, YOU AGREE THAT YOU, NOT AMERANT OR ZELLE®, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

11. Send Limits. We reserve the right, at any time in our sole discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these Terms of Use, and we are not obligated to accept similar payment(s) at other times. The current transaction limits for our different account types are provided to you on our website (amerantbank.com), which limits are set by the Bank at its sole discretion and subject to change at any time. The system will notify you in the event an applicable send limit is exceeded.
12. Requesting Money. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users and only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general or to specific recipients if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors. If you have a question about a transfer you received or expected to receive, then we recommend you contact the sender and attempt to resolve the issue. For consumer accounts, if you believe an error has occurred, please refer to the *Electronic Funds Transfer* disclosure for more information on how to notify Amerant of the error, including the timeframe in which you are required to notify Amerant of any error involving a transfer. A copy of the *Electronic Funds Transfer* disclosure will

be provided upon request as provided in the section titled *ERRORS, DISPUTES, AND QUESTIONS*.

You understand that Amerant must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you to submit transfer instructions on your behalf.

You understand that Zelle® or other Network Financial Institutions receiving the transfer instructions may rely on such information. Amerant, Zelle®, or other Network Financial Institutions are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that if you provide Amerant with incorrect information or if there is any error in your instruction, you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Amerant reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

14. No Right to Cancel or Stop a Transfer Transaction. Zelle® transactions that have been processed cannot be cancelled or stopped. **You agree that you, and not we, will be responsible for resolving any payment dispute with any user to whom you send money through a Transfer Transaction**, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in section titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*, Specific Payments and Transfers for Consumer Eligible Accounts (**Not Applicable to Business Eligible Accounts**), relating to EFTs for consumer accounts.

15. Your Liability for Unauthorized Transfers. Tell Amerant at once if you believe that your Amerant Online Banking or Mobile Banking Valid Codes have been stolen, your account has been compromised, or a transfer has been made without your permission. Calling us is the best way of limiting your potential risk. You could lose all the money in your Amerant account, plus, if applicable, your maximum overdraft line of credit or the balance in any other accounts connected to your enrolled Eligible Account for overdraft protection. For consumer accounts only, for more information on your rights and obligations concerning unauthorized transactions or errors, including the timeframe in which you are required to notify Amerant of any error or unauthorized transaction, please refer to Amerant's *Electronic Funds Transfer (EFT)*, which was provided to you when you opened your enrolled Eligible Account. If you need a copy, call us at the numbers provided in the section titled *ERRORS, DISPUTES, AND QUESTIONS*.

In case of errors or questions about transactions made using the Service through Amerant, for consumer accounts, promptly call us at the numbers provided in the section titled *ERRORS, DISPUTES, AND QUESTIONS*.

16. Liability for Failure to Complete Transfers. If Amerant or Zelle® does not complete a transfer to or from your enrolled Eligible Account within the timeframes as described in these Terms of Use, or in the correct amount, in accordance with the terms of these Terms of Use, we will be liable to you for your direct losses and damages. However, Amerant and Zelle® will not be liable in the following circumstances:

- If, through no fault of Amerant or Zelle®, the sender does not properly complete the transfer to your enrolled Eligible Account;
- If, through no fault of Amerant or Zelle®, you do not have enough money in your enrolled Eligible Account to make the transfer;
- If, through no fault of Amerant or Zelle®, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions to enroll with Zelle®;
- If the Service or your Online Banking or Amerant Mobile app was not working at the time or not working properly, and you knew about the malfunction when you initiated the transfer;

- If circumstances beyond Amerant's or Zelle®'s control (such as but not limited to, fire, flood, war, insurrection, pandemic or act of God) prevent the transfer, despite reasonable precautions that Amerant or Zelle® have taken;
- If Amerant has reason to suspect that the transaction is unauthorized, or Amerant has placed restrictions on the use of the Service or your enrolled Eligible Account for security reasons;
- If the funds in your Amerant account are frozen (for example, because of a court order or other legal proceeding) and Amerant is not legally permitted to complete the transfer;
- If there is a hold on your account, or if access to your Eligible Account is blocked, in accordance with banking policy or as permitted by the *Deposit Agreement*;
- If you believe someone has accessed your enrolled Eligible Account without your permission and you fail to notify the Bank immediately;
- If a Payee, or a financial institution holding an External Account from which you have requested a transfer, mishandles or delays processing or posting a payment or transfer sent by Bill Pay Service or Online Transfers;
- If we have a reasonable basis for believing that unauthorized use of your User ID, Password or enrolled Eligible Account occurred or may be occurring or if you have breached a term of this Agreement, the *Deposit Agreement*, any credit agreement or any other agreement with us, or if we or you terminate this Agreement or the Digital Service at issue; and
- If you have failed to use the Service, your Online Banking or Amerant Mobile app, or your enrolled Eligible Account in accordance with our instructions.

There may be other instances, either stated in these Terms of Use or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your enrolled Eligible Account using the Service on time or in the correct amount.

17. Fees. While we do not currently impose fees for using the Service, we reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of the Service.

Your Eligible Account is subject to fees and charges as outlined in our *Schedule of Fees*. Your internet service provider and/or wireless carrier may impose charges for their services, including data usage or text messaging.

18. Use of Our Online Banking and/or Amerant Mobile App. You agree to access this website and/or the Amerant Mobile App in compliance with this Agreement, which is available at amerantbank.com or via the Amerant Mobile App.

The *Amerant Digital Services Terms & Conditions* govern the use of Digital Services, including Zelle®, via our Online Banking and Mobile Banking.

19. Modification or Cancellation of the Service; Right to Terminate Access. You may cancel your use of the Service at any time by notifying Amerant of your intent to cancel by calling us at the numbers listed in the section titled *ERRORS, DISPUTES, AND QUESTIONS* or by logging into your Online Banking or Mobile Banking and unenroll your email or mobile number. Canceling your use of the Service means that you will no longer be eligible to send or receive money. At the time you instruct us to cancel your use of the Service, any transfers in process using the Service will be completed to or from your enrolled Eligible Account, but no new transfers will be initiated to or from your enrolled Eligible Account through the Service.

We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other User or any third party. We may from time to time make available additional or new features to the Service. Your use of such additional features may require approval by Amerant, at our sole discretion, and additional terms and conditions may apply.

We reserve the right, subject to applicable law, to terminate or suspend the Service and your right to

use the Service, in whole or in part, at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of these Terms of Use or the rights of Amerant and/or Zelle®, or if you provide us with false or misleading information or interfere with other Users or the administration of the Service.

The Service may not be available at all times. In the event that Amerant at any time incurs a problem with your use of the Service, including without limitation a failure in attempting to debit your enrolled Eligible Account or to collect with respect to any of your transfers using the Service, and without limiting any other right or remedy that Amerant may have under these Terms of Use or otherwise, Amerant reserves the right to suspend or terminate a transfer or your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for Amerant to take in order to protect Amerant from loss. In the event of such a suspension, you may request reinstatement of your use of the Service by contacting Amerant using any of the methods provided for in the section titled *ERRORS, DISPUTES, AND QUESTIONS*.

In the event that your Service is terminated, you understand that you may not request reinstatement of your use of the Service. Amerant reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event Amerant agrees to reinstate your use of the Service, Amerant reserves the right to initially reinstate your use of the Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the Service. Based upon your subsequent usage of the Service, Amerant in its sole discretion may thereafter restore your ability to effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect.

20. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, AMERANT AND ZELLE® MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. AMERANT AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. AMERANT AND ZELLE® DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.
21. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL AMERANT, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF AMERANT OR ZELLE® HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF AMERANT, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification. You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Amerant, Zelle®, its owners, directors, officers, agents and Network Banks from and

against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

23. Arbitration; Governing Law and Venue; and Class Action and Jury Trial Waiver. Arbitration, Governing Law and Venue, and Class Action and Jury Trial Waiver provisions can be found in the section of this Agreement titled *PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES*.
24. Miscellaneous. Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

XII. ERRORS, DISPUTES, AND QUESTIONS

This section of the Agreement applies to all Digital Services. In case of errors, disputes or questions about your Eligible Account(s), the Services, or transactions, you should as soon as possible notify us via one of the following:

1. Online and Mobile Banking Support Call Center:
 - Telephone: (305) 629-1260
 - Toll free: 1-866-806-8125
 - Toll free outside U.S.:
 - From Venezuela: 0-800-100-5469
 - From Colombia: 01-800-51-8315
 - Other locations outside the U.S.: (305) 629-1200
 - Hours:
 - Monday – Friday 7:00 AM – 8:00 PM ET
 - Saturday – Sunday 8:00 AM – 5:00 PM ET
2. Zelle® Support:
 - Toll free: 1-866-806-8125
 - Hours:
 - Monday – Friday 7:00 AM – 8:00 PM ET
 - Saturday – Sunday 8:00 AM – 5:00 PM ET
3. Online Bill Pay Support:
 - Toll free: 1-844-699-4549
 - Hours:
 - Monday – Friday 7:00 AM – 8:00 PM ET
4. If you are calling After-hours at 1-800-472-3272; or
5. On our website (<https://www.amerantbank.com/>) click on “Contact Us”; or

If you think your statement is incorrect or you need more information about a transaction listed on the statement, we must hear from you, depending on whether you are a consumer (natural person) or a business, as provided in the section of this Agreement titled *LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION*, below. When you contact us in any of the ways listed above, you must:

1. Tell us your name and Eligible Account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is

- an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

In addition, you may also contact us as provided for above with any questions related to this Agreement or any of the Digital Services.

XIII. LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, AND INDEMNIFICATION

1. Application of this Section of the Agreement. This section of the Agreement applies to all Digital Services. To the extent there is a conflict between the terms contained in this section of the Agreement and any specific Services section of the Agreement, then the Services specific section of the Agreement shall control, except as may be otherwise stated herein.
2. Limitation of Liability and Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT IN NO EVENT SHALL AMERANT OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY OR PUNITIVE DAMAGES, ACTIONS, LIABILITIES, COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE ANY OF THE DIGITAL SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY OF THE DIGITAL SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF AMERANT HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOU UNDERSTAND AND AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR USE OF ANY OF THE DIGITAL SERVICES.

THE DIGITAL SERVICES AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH THE DIGITAL SERVICES, ARE PROVIDED "AS IS" "WHERE IS" AND "WHERE AVAILABLE" 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, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS.

WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE DIGITAL SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY DIGITAL SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

3. Indemnification. You understand Amerant is not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content or the account information sent through the Online Banking / Mobile Services. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any loss, damage, liability, claim, demand, suit, action or other proceeding, or cost or expense of any kind (including, but not limited to, reasonable attorneys' fees and costs) related to an Authorized User's use, misuse, errors, or inability to use the Service or our reliance on the information, instruction, license and/or authorization provided by an Authorized User under or pursuant

to this Agreement and arising from their use of the Digital Services, or the use of the Digital Services by anyone that accessed the same with Valid Codes or any Authorized User's violation of this Agreement or the rights of any third party, including that arising from your provision of a cell/mobile phone number, email address, or other delivery location that is not your own or our reliance on the information, instruction, license and/or authorization provided by an Authorized User under or pursuant to this Agreement, or an Authorized User's infringement, or infringement by any other user of your Eligible Account(s), of any intellectual property or other right of any person or entity. Your obligations under this paragraph shall survive termination of this Agreement. use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

4. Third Parties. We are not liable or responsible for any error or loss resulting from any malfunction or failure of the Internet, equipment, software, or hardware, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access any of the Digital Services. You are responsible for educating yourself on and obtaining any upgrades, fixes, or enhancements to, or technical or other support for any equipment, software, or hardware you use to access or use Online Banking or Mobile Banking. You acknowledge that Online Banking or Mobile Banking is completely voluntary and is available for your convenience. We are not liable for any products or services that are paid using Online Banking or Mobile Banking.
5. Virus Protection. The Bank is not responsible for any electronic virus, viruses, malware, or spyware that you may encounter. We suggest that you routinely scan your Access Devices using a virus protection and anti-malware/anti-spyware product. An undetected virus may corrupt and destroy your programs, files, and your hardware, or can take control of your Eligible Accounts and transact on the same. The Bank may require in the future that you download and install any secure browsing software that has been approved by the Bank for use with Online Banking or Mobile Banking in order to use or continue to use the Digital Services. The Bank further reserves the right to suspend or terminate this Agreement or your use of Online Banking or Mobile Banking without notice if malware is detected on the device used to access the Digital Services until the Bank is reasonably assured that the threat has been eliminated. You should also become familiar with the various educational materials, tools and tutorials pertaining to security and identity theft provided on Amerant's website at Security Center (<https://www.amerantbank.com/security-center/>).
6. Prohibitions. You agree not to use Online Banking or Mobile Banking to pay Payees to whom you are obligated for tax payments, or to make payments made pursuant to court orders, fines, gambling payments, or payments otherwise prohibited by law. You agree not to attempt to log onto Online Banking or Mobile Banking from any country sanctioned by the OFAC, nor attempt to make any payment to such countries, individuals, or entities prohibited under OFAC. You agree that you will not use Online Banking or Mobile Banking for International ACH Transactions and that they are prohibited under this Agreement. You are further prohibited from using Online Banking or Mobile Banking for communications or activities that: (a) impose an unreasonable or disproportionately large load on our infrastructure; (b) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (c) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Online Banking or Mobile Banking or any portion of the Amerant portal without our prior written permission; (d) constitute use of any device, software or routine to bypass technology protecting Online Banking or Mobile Banking, or interfere or attempt to interfere with Online Banking or Mobile Banking; or (e) may cause us or our service providers to lose any of the services from our internet service providers, payment processors, or other vendors. You agree that any attempt to make any transaction prohibited by this section may result in your access being restricted and/or terminated.
7. If you permit another person to use Online Banking or Mobile Banking or use your Valid Codes for Online Banking or Mobile Banking, then you are responsible for any transactions they authorize from your Eligible Accounts.
8. Specific Payments and Transfers for Consumer Eligible Accounts (Not Applicable to Business Eligible Accounts).

- a. Applicability. The following provisions are only applicable to online electronic fund transfers that credit or debit a consumer account and are subject to the Consumer Financial Protection Bureau's Regulation E (an "**EFT**"). A consumer account is one that belongs to a natural person and used primarily for personal, family or household purposes. If you perform transactions from a home equity line of credit or other credit account, please see your home equity line of credit documents for information about your liability for unauthorized charges or other errors or questions relative to those accounts. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this paragraph.
- b. A Consumer's Liability for Unauthorized EFT. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
- i. If you notify the Bank within two (2) business days after your Password was lost or stolen or after an unauthorized transfer or payment has been made from any of your deposit accounts, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
 - ii. If you fail to notify the Bank within two (2) business days after your Password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - The total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
 - iii. You must report an unauthorized EFT that appears on your periodic statement within 60 days of the Bank's transmittal of the statement to avoid liability for subsequent transfers. 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 a hospital stay) kept you from telling us, we will extend the time periods. You may also be liable for the amounts as described in paragraphs b.i. and b.ii. above.
 - iv. If the report is made orally, we will require that you send the complaint or question in writing and signed by you within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your Eligible Account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing and signed by you within 10 business days, we may not credit your Eligible Account until the investigation is completed. If an alleged error involves an EFT outside a state or territory or possession of the United States, we may take up to 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
9. Our Liability for Items that are not EFTs (**Applicable to Consumer & Business Eligible Accounts**). Unless otherwise specified or addressed in this Agreement, all other claims regarding a Discrepancy(ies) (as defined in the *Deposit Agreement*) or any other dispute with respect to your Eligible Account and use of the Digital Services shall be determined in accordance with the provisions and the terms of the *Deposit Agreement*.
10. Our Liability for Failure to Complete Payments and Transfers Consumer Eligible Accounts (**Not Applicable to Business Eligible Accounts**). If we do not complete a transfer or payment to or from a consumer deposit account in the correct amount or according to our agreement with you, we will be liable

for those damages as the law imposes in such cases. We will not be liable to you, however, in the following instances:

- a. If through no fault of the Bank, you do not have enough money in your Eligible Account to make a transfer or payment through Online Banking;
- b. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents a transfer or payment through Online Banking despite reasonable precautions that we have taken (Force Majeure provision of the *Deposit Agreement* applies);
- c. If there is a hold on your account, or if access to your Eligible Account is blocked, in accordance with banking policy;
- d. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
- e. If your transfer authorization terminates by operation of law;
- f. If you believe someone has accessed your Eligible Accounts without your permission and you fail to notify the Bank immediately;
- g. If you have not properly followed the instructions on how to make a transfer included in this Agreement;
- h. If we have received incomplete or inaccurate information from you or a third party pertaining to a payment or transfer, including without limitation, the financial institution name, address, account number, or the amount of the transfer or payment;
- i. If we have a reasonable basis for believing that unauthorized use of your Valid Codes or account has occurred or may be occurring or if you default under this Agreement, the *Deposit Agreement*, a credit agreement or any other agreement with us, or if we or you terminate this Agreement or the Digital Service at issue; or
- j. If a Payee, or a financial institution holding an External Account from which you have requested a transfer, mishandles or delays processing or posting a payment or transfer sent by Bill Pay Service or Online Transfers.

The list of examples set out in this paragraph is provided for illustrative purposes only and is not intended to list all of the circumstances where we would not be liable.

11. Additional Terms Applicable Only to Business Eligible Accounts using the Digital Services.

- a. If you are a business, any Authorized User on your Eligible Account is authorized on such terms, conditions, and agreements as we may require to:
 - i. Enter into this Agreement, as amended from time to time;
 - ii. Access each Eligible Account of yours in any manner and for any purpose available through the Digital Services, whether now available or available at some time in the future; and
 - iii. Use any the Digital Services service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.
- b. You are responsible for all payments and transfers that are authorized using your Valid Codes. ACCOUNT ACCESS THROUGH ONLINE BANKING IS SEPARATE AND DISTINCT FROM THE EXISTING SIGNATORY AUTHORITY FOR YOUR ACCOUNTS. THIS MEANS THAT WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH ONLINE BANKING, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATORY AUTHORITY. YOU ARE RESPONSIBLE FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY VALID CODES, AND TO ACT ON SUCH INSTRUCTIONS.
- c. Any login credentials used by you, such as a User ID or Password, are used by you in your capacity as a representative of the business entity only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password ceases to be an agent or employee of the entity to which that Password has been assigned.

- d. We are not liable to you for any errors or losses you sustain in using the Digital Services except where we fail to exercise ordinary care in processing any transaction. Our liability in any case shall be limited to the amount of any money improperly transferred from your Eligible Account less any amount, which, even with the exercise of ordinary care, would have been lost.
- e. Regardless of the exercise or failure to exercise ordinary care, if you fail to report to us any unauthorized transfer, payment, error or Discrepancy (as the term is defined in the Deposit Agreement) from an Eligible Account within (x) thirty (30) days, (y) as may be provided in any other specific section of this Agreement, or (z) as may be provided in the NACHA rules for business ACH (2 business days), of our providing or making available to you the relevant transaction data or a bank statement (whichever occurs first) showing such unauthorized transfer, payment, error, or Discrepancy, we shall not be liable for any losses sustained after the expiration of the applicable time period above, and you shall thereafter be precluded from asserting any such claim or error.
12. Additional Statement regarding Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Mobile Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Digital Services as delineated in this Agreement.
13. Survival. The provisions of paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of this section shall survive termination of this Agreement or termination of your access to the Services.

XIV. PROVISIONS APPLICABLE TO ALL DIGITAL SERVICES

1. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with such other written requirements as we may furnish you in connection with the Digital Services or any services or products that can be accessed through Online Banking or Mobile Banking, including, but not limited to, the Bank's *Deposit Agreement* and any other agreements applicable to each of your Eligible Accounts, end user license agreements, and with all applicable Florida, Texas, and Federal laws and regulations. Your use of ANY of the Digital Services is your acknowledgment that you have received the applicable terms and conditions or terms of use and this Agreement and intend to be bound thereby.

To the extent there is a conflict between the terms of this Agreement, this section, and the other applicable account agreements with us, any end user license agreements provided in conjunction with your use of the Digital Services, or any other specific section of this Agreement, the terms of your Eligible Account agreement, or any End User License Agreement, the actual section of this Agreement containing any conflicting provision, as the case may be, will control except as may be otherwise stated herein. You should review other disclosures including the charges that may be imposed for Services as may be provided within Online Banking or Mobile Banking or as provided in the Bank's *Schedule of Fees*. We will automatically deduct any fees related to the Digital Services from your primary Eligible Account.

2. Changes and Modifications. The Bank may amend this Agreement and / or modify any of the Digital Services terms and conditions / terms of use, from time to time by sending you written notice by electronic mail or by regular mail or by posting the updated terms on our website. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If you find the Agreement is or becomes unacceptable to you at any time, please discontinue your use of the Digital Service, Online Banking, or Mobile Banking. Your use of the Digital Services after we have made such changes available will be considered your agreement to the changes.
3. Technical Requirements. Your hardware and software must meet the following minimum requirements:
- Desktop Browser
 - Latest version of Internet Explorer, Microsoft Edge, Mozilla Firefox, Apple® Safari, and Google® Chrome with 128-bit encryption
 - Mobile/Tablet
 - Latest version of Safari on iOS or Android on Chrome

- Operating System
 - Windows® 10 and higher or Mac® OS 11.0+
- Internet
 - 56 kbps modem or better
- Disc Space
 - 200 MB's or higher PDF Requirements
- Latest version of Adobe ® Reader® is required to access, download, and save documents.

In order to access and retain Communications, you must have the following:

- An Internet browser that supports 128-bit encryption, such as Google Chrome, Internet Explorer, Edge.
- An email account and email software capable of reading and responding to your email.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and email software

4. Your Obligations.

- a. Eligible Account Ownership/Accurate Information. You represent that you are the legal owner of the Eligible Account(s) and other financial information that may be accessed via Online Banking / Mobile Banking. You represent and agree that all information you provide to us in connection with Online Banking / Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Online Banking / Mobile Banking. You agree to keep your Eligible Account information up to date and accurate including, but not limited to, your Wireless Device phone number and email address.
- b. User Security. You agree not to give or make available your Online Banking / Mobile Banking login or other means to access your Eligible Account to any unauthorized individuals. You are responsible for all transfers or other transactions you authorize using Online Banking / Mobile Banking. If you permit other persons to use your Wireless Device and login or other means to access Online Banking / Mobile Banking, you are responsible for any transactions they authorize. You agree to log off of Online Banking / Mobile Banking at the completion of your online session. If you believe that your Valid Codes, Wireless Device or other means to access your Eligible Account(s) has been lost or stolen or that someone may attempt to use Online Banking / Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly as provided in the section of this Agreement titled *ERRORS, DISPUTES, AND QUESTIONS*.
- c. Updating Your Records. You agree to promptly update your records if your email address or cell/mobile telephone number changes. You may update your records, such as your e- mail address, cell/mobile telephone by going to Self-Administration, then the Personal Preference tab.

5. No Unlawful or Prohibited Use. As a condition of using any of the Service(s), you warrant to us that you will not use the Service(s) for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service(s) in any manner that could damage, disable, overburden, or impair the Service(s) or interfere with any other party's use and enjoyment of the Service(s). You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service(s). You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

6. Additional Services. New Digital Services may be introduced from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

7. Schedule of Fees. There are many Digital Services for which we do not charge a fee. There may,

however, be a charge in connection with your use of some of the Digital Services (e.g., if you request a stop payment of a check, Wire Transfer, etc.). Where charges are applicable, either they will be listed in the Bank's *Schedule of Fees* or you will be disclosed the applicable fee within the actual Digital Service being used. You agree to pay such charges and authorize us to deduct the calculated amount from the Eligible Account(s) for these fees and any additional charges that may be incurred by you. We reserve the right at any time to change, add or modify any fees and charges and will notify you when we do so.

8. Linked Eligible Accounts. All Eligible Accounts will be linked by the Social Security or Tax Identification Numbers of the persons or business authorized to access such account. The Eligible Accounts will appear together without regard to the ownership of such accounts. For example, if an Authorized User of an Eligible Account accesses the Service, that Authorized User will be able to view and access at a single time any accounts for which the person is a co-owner or Authorized User.
9. Records. Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Your account statement, furnished to you by the Bank either on a monthly or quarterly basis depending on the type of Eligible Account, will remain the official record of your Eligible Account or its activity. Eligible Account information provided to you through the Digital Services, including Mobile Banking, is not an official record.
10. Term and Termination.
 - a. Term. This Agreement will become effective upon your registration for Online Banking or Mobile Banking, and your acceptance of this Agreement and/or your use of any of the Digital Services and shall remain in full force and effect until termination in accordance with the following provisions.
 - b. Termination. We may terminate or suspend this Agreement or terminate, suspend, or limit your use of Online Banking, Mobile Banking, or any of the Digital Services, in whole or in part, at any time and for any reason without prior notice.

Upon any termination, you shall immediately discontinue use of Online Banking, Mobile Banking, or any of the Digital Services. Any suspension or termination shall not affect your liabilities or obligations under this Agreement or any other Bank agreement or any transactions initiated prior to suspension or termination.

To terminate this Agreement, you must notify the Bank and provide your name, address, the Digital Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Pay is terminated, any prescheduled bill payments made through Online Banking or Mobile Banking will also be terminated. Your final charge for the Bill Pay Service will be assessed at the end of your statement cycle if applicable. You may notify the Bank as provided for in the section of this Agreement titled *ERRORS, DISPUTES, AND QUESTIONS*.

Any payment(s) the Bill Pay Service or any other applicable Service has already processed before the effective date of any termination will be completed by said Service. All Scheduled Payments including recurring payments on any of the Services will not be processed once Online Banking / Mobile Banking is cancelled.

11. Links to Third Party Sites. The Bank's website may contain links to other websites ("**Linked Sites**"). Such Linked Sites are provided solely as a convenience to you. The Bank does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that the Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.
12. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior consent. This Agreement shall apply to each party's heirs,

successors, and assigns, as applicable. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

13. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you by delivery of Electronic Communications. Any Electronic Communication sent by email or provided within Online Banking or Mobile Banking will be deemed to have been received by you when the Bank or our service provider sends it to you, whether or not you received the email. In the absence of electronic delivery, the notice provision in the *Deposit Agreement* shall apply to this Agreement.
14. Disclosure of Information. It is our general policy to treat your Eligible Account information as confidential. We will only disclose information to third parties about your Eligible Account or transfers you make ONLY under the following circumstances:
 - a. Where it is necessary for the provision of the Digital Services and for completing transactions;
 - b. In connection with the investigation of any claim you initiate;
 - c. In order to verify the existence and condition of your Eligible Account for a third party, such as a credit bureau or Payee;
 - d. In order to comply with government or court orders or other legal process, or other regulatory reporting requirements;
 - e. If you give us your permission;
 - f. To the Bank affiliated companies;
 - g. As may be permitted by any other agreement between you and the Bank; and
 - h. As may be permitted by law or regulation.
15. Captions. The captions of paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
16. Disputes. In the event of a dispute arising under or relating in any way to this Agreement or to the Digital Services, you and we agree to resolve the dispute by looking to the terms of this Agreement and the *Deposit Agreement*. You agree that this Agreement and the *Deposit Agreement*, are the complete and exclusive statement of agreement between you and the Bank and they supersede any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement.
17. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation E-Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. THE PARTIES AGREE THAT NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT FOR ANY CLAIMS OR DISPUTES YOU ASSERT AGAINST ZELLE® AND EARLY WARNING SERVICES, LLC, ZELLE® AND EARLY WARNING SERVICES, LLC ARE ENTITLED TO ENFORCE THIS PROVISION AGAINST YOU.
18. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and

applicable federal law, without regard to its conflict of laws provisions. In the event that either party commences legal action seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement, the parties agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Miami-Dade County, Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this provision against you.

19. **CLASS ACTION AND JURY TRIAL WAIVER.** YOU AND THE BANK AGREE AND UNDERSTAND: (1) THAT YOU AND THE BANK ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THAT THIS PARAGRAPH PRECLUDES YOU AND THE BANK FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND PERFORM HEREUNDER. YOU ACKNOWLEDGE AND AGREE THAT FOR ANY CLAIMS OR DISPUTES YOU ASSERT AGAINST ZELLE® AND EARLY WARNING SERVICES, LLC, ZELLE® AND EARLY WARNING SERVICES, LLC ARE ENTITLED TO ENFORCE THIS PROVISION AGAINST YOU.
20. **Waiver.** The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Bank authorized representative. No delay or omission on the part of the Bank 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.
21. **Severability.** If any term or provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable in any jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining terms and provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.
22. **User Content.** Subject to the Bank's Privacy Policy, you agree that Bank may use, copy, modify, display and distribute any information, data, materials or other content (the **"Content"**) you provide to the Bank for the purpose of providing a Service, and you hereby give the Bank a license to do so. By submitting Content, you represent that you have the right to license such Content to the Bank for the purposes set forth in the Agreement or with respect to the Services.
23. **Privacy Policy.** Keeping your financial information secure and confidential is one of Amerant's most important responsibilities. The Digital Services are provided to consumers under the terms of Amerant's Privacy Policy provided to you at the time of account opening, and thereafter as applicable. Our Privacy Policy is available at www.amerantbank.com.
24. **Cut-off Times.** Cut-off times for the Digital Services are summarized below, for any Business Day (in Eastern Standard Time), or transaction type must be received by the Bank before:

Transaction	Applicable Cut-off Time	Processing Days
Internal Transfers	11:59 PM	Monday- Sunday
External Transfers	8:00 PM	Business Day
Online Transfers with Zelle®	11:59 PM	Monday- Sunday
Bill Pay	4:00 PM	Business Day
Mobile Deposits	4:00 PM EST	Business Day
Wire Transfer	4:00 PM EST	Business Day
Transfers to and from other U.S. Banks via ACH	4:00 PM EST	Business Day
Payments to a Amerant loan account	11:59 PM EST	Monday- Sunday

Digital Services or transactions received after the Cut-Off time will be processed the next Business Day. All Cut-Off Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cut-Off Time to eliminate the possibility of missing the Cut-Off. Cut-off times may change at our sole discretion, please check on our website (amerantbank.com) or contact your relationship manager for the most up to date information.

25. Banking Support. If you need our assistance or support, or you have any question regarding your use of the Digital Services, you can contact us via one of the following:

Online and Mobile Banking Support Call Center:

- Telephone: (305) 629-1260
- Toll free: 1-866-806-8125
- Toll free outside U.S.: Venezuela: 0-800-100-5469
- Hours:
 - Monday – Friday 7:00 AM – 8:00 PM ET
 - Saturday – Sunday 8:00 AM – 5:00 PM ET

Zelle® Support:

- Toll free: 1-866-806-8125
- Hours:
 - Monday – Friday 7:00 AM – 8:00 PM ET
 - Saturday – Sunday 8:00 AM – 5:00 PM ET

Online Bill Pay Support:

- Toll free: 1-844-699-4549
- Hours:
 - Monday – Friday 7:00 AM – 8:00 PM ET

26. Entire Agreement. This Agreement represents the sole and exclusive agreement between you and Amerant regarding the Digital Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.
27. Permissible Loan(s) linked to Your Profile. To the extent you instruct the Bank to link a Permissible Loan and elect the option to draw / advance, then you agree and acknowledge that any draws / advances made under such Permissible Loan(s) through Online Banking or Amerant Mobile App using your Valid Codes shall be your responsibility and shall be governed by the terms and conditions of this Agreement. Further, you acknowledge that any such draw / advance shall be your responsibility and shall be deemed valid amounts outstanding under the Permissible Loan, including but not limited to any such credit draws / advances and finance charges, together with all costs and expenses for which you are responsible under the applicable credit facility.
28. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.
29. Survival. The provisions of paragraphs 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28 and 29 of this section shall survive termination of this Agreement or termination of your access to the Services.

XV. APPENDIX 1, FIS PERSONAL FINANCE END USER LICENSE AGREEMENT

This FIS Personal Finance End User License Agreement contains the terms and conditions for your use of FIS

Personal Finance tools and services that we may provide to you and that involve accessing Third Party External Account information ("Services").

1. Provide Accurate Information. You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.
2. Content You Provide. Your use of the Services is your authorization for Amerant or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Amerant and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.
3. Power of Attorney. You grant Amerant and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Amerant and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN AMERANT OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**
4. Third Party External Accounts. With respect to any third party sites we may enable you to access through the Services or with respect to any non-Amerant accounts you include in the Services; you agree to the following:
 - a. You are responsible for all fees charged by the third party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- Financial Institution account, you agree to direct these to the account provider.
 - b. Any links to third party sites that we may provide are for your convenience only, and Amerant and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
5. Limitations of Services. When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes.

We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

6. Acceptance of User Agreement and Changes. Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time. We will notify you of any material change via email or on our website by providing a link to the revised User agreement. Your continued use will indicate your acceptance of the revised User agreement. The licenses, user obligations, and authorizations described herein are ongoing.
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