

Frandsen Bank & Trust
Cash Management Services Terms and Conditions

This agreement states the Terms and Conditions that apply to all Cash Management and Business Online Banking services provided to the Customer by Frandsen Bank & Trust and are acknowledged by both parties. These Terms and Conditions are in addition to those that apply to any other Accounts or other services the Customer has with Frandsen Bank & Trust.

1. **Definitions.** All capitalized terms are defined below.

- a. Access Device: means security procedures in the form of the Customer's access ID, password, token, multifactor authentication, etc. for Business Online Banking.
- b. Account: means any of the Customer's qualified existing and future deposit accounts and loan accounts with the Bank and any other accounts the Customer has enrolled in Business Online Banking.
- c. Authorized User: means any person who is designated by the Customer as the Customer's authorized user of Business Online Banking including "employees," "supervisors," and "administrators".
- d. Bank: means Frandsen Bank & Trust.
- e. Business Day: means Monday through Friday, excluding federal banking holidays.
- f. Business Online Banking: means a service that enables the Customer to obtain various kinds of financial services and information from the Bank through an Internet connection between the Customer's computer and the Bank's computer, including, but not limited to, services described in these Terms and Conditions or in any Addendum to these Terms and Conditions to which the Customer is a party.
- g. Check: means a draft that is payable on demand, drawn on or payable through or at an office of a United States Bank, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include Non-cash Items or items payable in a medium other than United States money.
- h. Customer: means customer of Frandsen Bank & Trust.
- i. Documentation: means all documentation, manuals and instructions relating to the Business Online Banking or the Authorized Equipment, which Bank provides to Customer from time-to-time pursuant to these Terms and Conditions.
- j. Electronic Item: means an Internal Transfer, digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Program, or a Wire Transfer credit or debit.
- k. Foreign Currency: means a transaction that requires settlement in a currency other than United States money.
- l. Image Exchange Item: means a digitized image of a check cleared and settled directly with a Payor Bank without conversion to a Substitute Check.
- m. Internal Transaction: means transfers between deposit accounts and/or loan accounts at the Bank ncash Item: means an item that would otherwise be a Check, except that (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated check processing equipment; or (iv) it has not been pre-printed or post-encoded in magnetic ink with the routing number of the Payor Bank.
- n. Payor Bank: means the United States or foreign bank ordered in a transaction to make payment to the payee(s) named on or for the transaction.
- o. Program: means collectively the procedures, protocols, and software used by Bank and its licensors and contractors including without limitation the Software and the Services.
- p. Regulation CC: means 12 C.F.R. Part 229, as it may be amended from time to time.
- q. Services: means the services described in these Terms and Conditions to be provided by Bank, or an agent or designee of Bank.
- r. Software: means that portion of the software developed, licensed and/or provided by Bank and its licensors for operation of the Program, which Bank delivers or provides to Customer hereunder.
- s. United States Bank: means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

2. **Access to Business Online Banking.** The Bank will provide the Customer with access to its Business Online Banking, subject to the provisions of these Terms and Conditions. In order to utilize Business Online Banking, the Customer must:

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- a. Have at least one qualified Account, a computer, access to Internet service, and an email address; and
 - b. Complete the Bank's Business Online Banking Enrollment Form; and
 - c. Designate at all times at least one Authorized User.
3. **Authorized Users.** The Customer may designate, change or terminate one or more Authorized Users from time to time. Each Authorized User is authorized to access and use Business Online Banking on behalf of the Customer from time to time.
4. **Business Online Banking.** The Customer may perform any of the following functions through Business Online Banking:
- a. View information on the Accounts and images of documents posted to the Accounts.
 - b. Transfer funds among deposit Accounts.
 - c. Transfer funds from the Customer's qualifying lines of credit with the Bank, if any, to checking Accounts.
 - d. Make payments from deposit Accounts to loan Accounts.
 - e. Initiate stop payment orders on deposit Accounts.
 - f. Transfer funds from deposit Accounts to other Banks by wire transfer or ACH.
 - g. Make payments out of deposit Accounts using the bill payment function.

The Bank may add to, modify, or delete any of these functions from time to time. The Customer will use Business Online Banking for business purposes only. Any Internal Transaction received by the Bank after 6:00 p.m. CST time or on any day that is not a Business Day will be performed on the next Business Day. ACH transfers not received by 2:00 pm CST and wire transfers not received by 3:00 pm CST on a Business Day will be processed on the next Business Day. Any Foreign Currency transaction may be delayed further. Whenever the Customer initiates a transaction by use of Business Online Banking, the Customer authorizes the Bank to perform the transaction. The Customer acknowledges and agrees that Services may be interrupted without notice to Customer for system upgrades, maintenance and other related tasks. Customer also acknowledges and agrees that Services may also be unavailable due to acts of God and other events as described in paragraph 24. Customer acknowledges and agrees that it must plan for and mitigate the potential harm that Services interruptions may cause Customer.

6. **Alerts.** Your enrollment in Frandsen Bank & Trust Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Frandsen Bank & Trust account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Frandsen Bank & Trust reserves the right to terminate its alerts service at any time without prior notice to you. Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Frandsen Bank & Trust Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number. Alerts via Text Message. To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Frandsen Bank & Trust Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 877-213-5172. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. Limitations. Frandsen Bank & Trust provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Frandsen Bank & Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Frandsen Bank & Trust, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a)

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a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

7. **License.** Subject to these Terms and Conditions, Bank hereby grants Customer a non-exclusive, non-transferable license to (i) use the Software for those portions of the Program selected by Customer in connection with Customer's own business operations, in accordance with the Documentation; (ii) copy and use the Documentation solely to support Customer's authorized use of the Software; and (iii) copy any Software actually delivered to Customer solely for archival or backup purposes. Customer agrees to abide by the provisions with respect to the Software and Documentation.
8. **Protection and Security of Software and Documentation.**
 - a. Customer will establish reasonable precautions and use commercially reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information, to protect and maintain the confidentiality and security of the Software and the Documentation. Without limiting the generality of the foregoing, Customer will use reasonable measures to protect the Software and Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use.
 - b. Customer will not, and will not permit any third party to (i) copy or use the Software or Documentation except as expressly authorized by this Agreement (including this Schedule); (ii) sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the Software to others; (iii) use the Software or Documentation for third-party training, commercial time-sharing or service bureau use; or (iv) alter, change, modify or otherwise create derivative works of the Software or Documentation.
 - c. Customer will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Software, except to the extent expressly permitted by applicable law. If customer intends or begins to take any such action based on any applicable law, Customer shall notify Bank and Bank shall have the right to immediately terminate this Agreement and/or the license to the Software upon notice to Customer.
9. **Ownership of Intellectual Property.**
 - a. Customer acknowledges and agrees that all right, title and interest in and to the Software and the Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the Software and the Documentation, (i) are and shall remain owned exclusively throughout the universe by Bank and its licensors, (ii) represent or contain valuable rights of Bank and its licensors, and (iii) are protected under United States patent, copyright, trademark and trade secret laws of general applicability. This Agreement does not create in Customer any rights to, and does not constitute an assignment of any rights of Bank or its licensors in and to, any copyrights, trade secrets, patents, or other intellectual property rights of Bank or such licensors. Other than the license set forth above, no other license or interest in the Software or Documentation, either expressed or implied, is granted under these Terms and Conditions.
 - b. Customer will not at any time, either directly or indirectly, (i) put to issue the scope, validity or ownership of Bank's or its licensors' intellectual property rights in the Software and Documentation; (ii) do any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights, or (iii) assert any ownership rights to the Software or Documentation. Customer acknowledges and agrees that these Terms and Conditions do not grant or convey to Customer (i) an interest in or to the Software or Documentation, but only a limited right of use, revocable in accordance with the terms hereof; or (ii) any right, title, interest or license in or to any trademark of Bank or its licensors.
 - c. Customer hereby assigns to Bank and/or its licensors, as directed by Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which Customer may now have or which it may acquire at any time in the future to the Software or the intellectual property rights to the Software, and any other computer code using any of the Software.
 - d. Customer shall not remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the Software, Documentation or any packaging, and shall include on any copy of the Software or Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.
 - e. Customer will (i) cooperate with Bank and its licensors to protect the Software, including in connection with

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any lawsuits or disputes involving the Software; (ii) promptly notify Bank and provide to it relevant background and other facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software; and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software by others,

(a) grant to Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (b) agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.

- f. Customer acknowledges and agrees that its license to the Software and Documentation will terminate upon the earlier to occur of (i) termination of this Agreement or (ii) termination of Bank's license to the Software and Documentation.

10. Customer's Other Responsibilities.

- a. The Customer will comply with all of the Bank's security procedures, instructions, testing requirements, forms, rules, regulations, User Guide, policies and procedures, and all agreements between the Bank and the Customer governing Accounts, wire transfers and ACH transfers, all as modified by the Bank from time to time.
- b. Customer is responsible for any virus or viruses encountered. Customer shall routinely scan their computer hardware or system using a reliable anti-virus product to detect and remove any viruses found. An undetected or non-repaired virus may corrupt and destroy programs, files, and hardware, and cause fraudulent transaction requests to be submitted.
- c. Customer will use the Software in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all security procedures described in the Documentation, and will not bypass, override or disable any security mechanisms.
- d. The Customer will implement such other security measures as may be necessary or appropriate to safeguard and prohibit unauthorized access to and use of Business Online Banking. The Customer will not permit anyone other than an Authorized User to access or use Business Online Banking, or to have access to or use any Access Device or other security procedure. The Customer will not permit any Authorized User to have access to or use any Access Device or other security procedure of any other Authorized User.
- e. The Customer is solely responsible and liable for the consequences of any misuse or unauthorized use of or access to Business Online Banking and all Access Devices and other security procedures. The Bank may presume that all communications containing Access Devices and other proper security procedures are authorized by the Customer, and the Bank may act upon those communications, and the Customer will be bound by access to and use of Business Online Banking by any person using any such Access Device or other security procedure.
- f. If the Customer becomes aware of any unauthorized access to or use of Business Online Banking, any Access Device, or any other security procedure, or if the Customer suspects that any such unauthorized access or use may occur, the Customer will immediately notify the bank by telephone call and the Customer will deliver to the Bank written confirmation thereof within two (2) Business Days thereafter. The Customer will comply with the Bank's instructions regarding any unauthorized access or use.
- g. The Customer will select all computer hardware, software and Internet systems for use of Business Online Banking in accordance with these Terms and Conditions, all at the Customer's expense, and the Customer is solely responsible and liable for such hardware, software and systems. Customer acknowledges and agrees that Customer is responsible for all network connectivity with respect to its access of the Services through the Customer's computer.
- h. The Customer is solely responsible for all errors, duplicate requests, failure to follow instructions, and other actions and omissions by Authorized Users.
- i. The Customer will treat all information and material relating to the Business Online Banking as confidential, and will not disclose any such information or material to anyone other than the Bank.
- j. The Customer will pay to the Bank on demand all of the Bank's fees and charges as determined and modified by the Bank from time to time and as published by the Bank from time to time in its fee schedule. The Bank is authorized to charge the deposit Account designated on the Business Online Banking enrollment form for all such amounts when due, and the Customer shall maintain a sufficient collected

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balance in such Account and any related overdraft credit plan for such Account to cover such amounts. If the balance of such Account and any related overdraft credit plan for such Account is insufficient to cover such amounts, the Bank may charge any other deposit Accounts. The Customer grants the Bank a security interest in all deposit Accounts to secure all obligations of the Customer under these Terms and Conditions.

11. Bank's Responsibilities.

- a. Bank will deliver to Customer, or otherwise provide access to, the Software.
- b. Bank will provide installation and training support as reasonably required for Customer's implementation of the Program.
- c. Bank will provide maintenance and support for the Software as reasonably necessary. Such maintenance and support shall include (i) corrections, work arounds and bug fixes, (ii) such modifications, enhancements and updates as Bank elects to make generally available to its customers without additional license fees, and (iii) telephone support to Customer during Bank's regular business hours.
- d. Bank may suspend immediately the Services if Bank has reason to believe there has been a breach in the security of the Program or fraud involving Customer's Account.
- e. Bank will comply with all state and federal laws regarding the confidentiality of the customer's non-public personal financial information.

12. Limits on Transactions. The Bank is not required to complete any Business Online Banking transaction if:

- a. The Customer does not comply with any provision of these Terms and Conditions; or
- b. The Account from which a transfer is to be made and any related overdraft credit plan for such Account do not have sufficient collected funds to complete the transaction; or
- c. Any funds in any Account are subject to any garnishment, attachment, execution, stay, other legal process, security interest or other lien, except in favor of the Bank; or
- d. The Bank believes that the transaction is unauthorized, inaccurate, erroneous, or suspicious; or
- e. The Customer has provided any incomplete or inaccurate information to the Bank; or
- f. Completing the transaction would violate a federal or state law, regulation or rule, or any court order or administrative order; or
- g. The transaction exceeds any amount limitation or other limitation set by the Bank.

13. Fees. Customer will pay Bank the service fees as set forth in Bank's schedule of fees. Bank reserves the right to change fees from time to time upon 30 days prior written notice. Bank may charge to the Account all fees imposed on Bank that are the responsibility of Customer.

14. Bank's Liability. Bank will not be liable to Customer for any of the following, unless liability or loss is a result of Bank's breach of these Terms and Conditions or the gross negligence or willful misconduct of Bank or its employees or agents: (i) any damages, costs or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provides to Bank; (ii) any unauthorized actions initiated or caused by Customer or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in these Terms and Conditions; (iv) any refusal of a Payor Bank to pay an Electronic Item for any reason (other than the breach of contract, negligence or willful misconduct of Bank), including without limitation that the Electronic Item was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or (vii) any of the matters described in Section 7 above.

Bank's liability for errors or omissions with respect to the data transmitted or printed by Bank will be limited to correcting the errors or omissions. Correction will be limited to presenting Electronic Items to the Payor Bank.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, BANK'S AGGREGATE LIABILITY TO CUSTOMER FOR CLAIMS RELATING TO THESE TERMS AND CONDITIONS, WHETHER FOR BREACH, NEGLIGENCE, INFRINGEMENT, IN TORT OR OTHERWISE, AND ARISING DURING ANY TWELVE-MONTH PERIOD SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO BANK FOR SUCH TWELVE-MONTH PERIOD.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS OR LOSS OF ANY OPPORTUNITY OR

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GOOD WILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BANK AND CUSTOMER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A BARGAINED FOR ALLOCATION OF RISK AND LIABILITY, AND AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT ENTER INTO THESE TERMS AND CONDITIONS WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

15. **Disclaimer.** BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. THE SOFTWARE IS PROVIDED BY BANK AND ITS LICENSORS "AS IS". CUSTOMER HEREBY WAIVES AND RELEASES BANK AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM, ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION:
- a. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY;
 - b. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE;
 - c. ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND
 - d. ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY, OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE SOFTWARE OR THE AUTHORIZED EQUIPMENT WILL BE ERROR-FREE OR UNINTERRUPTED.
16. **Indemnification.** The Customer agrees to indemnify and hold harmless the Bank and all of the Bank's past, present, and future officers, directors, employees, agents, shareholders, attorneys and affiliates from all claims, demands, judgments, orders, liabilities, losses, actions, causes of actions, damages, costs and attorneys' fees relating in any way to these Terms and Conditions, and any access to or use of Business Online Banking.
17. **Changes in Terms.** The Bank may change any of the provisions of these Terms and Conditions at any time by written notice to the Customer at least 30 days before the effective date of the change.
18. **Term and Termination.**
- a. The term of these Terms and Conditions shall commence upon the date of the signed enrollment form and shall continue thereafter until terminated as follows: (i) by either party upon 30 days written notice to the other party, for any reason; (ii) by Bank upon 10 days written notice to Customer for Customer's failure to (a) pay Bank any amount due to Bank under these Terms and Conditions, or (b) install and use any changes or updates to the Software as required herein, (iii) by Bank immediately to Customer if Bank discovers any willful misconduct (including bad checks or fraudulent activities) on the part of Customer or any other party with respect to Checks or Electronic Items processed by Customer; (iv) automatically upon termination of the Business Online Banking.
 - b. Any termination will not affect obligations arising prior to termination. Within 30 days after termination, customer will return or destroy all copies of the Software and Documentation in its possession or under its control, and will, upon request, certify in writing that it has returned or destroyed all such copies. In addition, Customer will keep its Account at Bank open until the later of (i) 60 days after the date of termination, or (ii) final payment with respect to all processing fees, and will keep in such Account an amount sufficient to cover any remaining outstanding Checks or Electronic Items. If any such outstanding Checks or returned items exceed the amount in the Account, Customer will pay such excess to Bank upon demand. Customer agrees not to develop a product substantially similar to the Program during the term hereof or within three years after termination.
 - c. All Sections of these Terms and Conditions that are intended by their terms to survive termination.
19. **Applicable Law and Jurisdiction.** These Terms and Conditions will be governed by and construed in accordance with the state in which you have your account with us. The parties shall submit to venue in jurisdiction of the courts as provided in the account agreement.

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20. **Assignment.** Neither party may assign its rights or delegate its duties under these Terms and Conditions without the other party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Bank may assign these Terms and Conditions to an affiliate or subsidiary without Customer's prior consent, provided that Bank remains primarily liable for the performance of its obligations under these Terms and Conditions. Any attempted assignment or delegation without the required consent will be void.
21. **Compliance with Laws.** Each party will comply with all applicable federal, state and local laws and regulations with respect to these Terms and Conditions and such party's activities covered by or related to these Terms and Conditions.
22. **Construction and Interpretation.** Section headings used herein are for the convenience of reference only, and shall not affect the meaning or interpretation of these Terms and Conditions. The failure of either party to enforce any rights granted under these Terms and Conditions or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If any provision of these Terms and Conditions is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provision of these Terms and Conditions shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.
23. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between Customer and Bank with respect to the subject matter hereof, supersede any prior agreements between Bank and Customer with respect to the subject matter hereof, and shall be binding upon Bank, Customer and their respective successors. These Terms and Conditions may not be amended, modified or changed except in writing and executed by the Bank and the Customer.
24. **Force Majeure.** Except for the obligation to make payments, nonperformance by the Bank will be excused to the extent performance is prevented or delayed due to causes beyond the Bank's reasonable control and without its negligent or willful misconduct, including, without limitation, acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.
25. **Notices.** All notices permitted or required under these Terms and Conditions will be in writing and will be deemed given upon actual delivery. Any notice will be addressed to the party at the address on record, or such other address of which such party shall have given the other written notice in accordance with this Section.
26. **Third Party Beneficiaries.** These Terms and Conditions are for the sole and exclusive benefit of Bank and Customer and are not intended to benefit any third party, except Bank's licensors. Customer and Bank acknowledge and agree that any party that licenses the Software to Bank, directly or indirectly through one or more sublicenses, is a third-party beneficiary to these Terms and Conditions with respect to those provisions dealing with use and protection of intellectual property.
27. **Waiver of Jury Trial.** The Customer hereby waives any right to a jury trial in any dispute arising out of the Bank's actions under these Terms and Conditions.
28. **Bankruptcy.** The Customer agrees to immediately notify the Bank in the event that it files, or has filed against it, any petition in bankruptcy under the laws of the United States.
29. **Right to Audit.** The Customer acknowledges and agrees that the Bank may audit and review Customer's use of Business Online Banking at any time and may immediately terminate Customer's Use of Business Online Banking without notice and at the sole discretion of the Bank.