#### ELECTRONIC ACCOUNT ALERT SERVICES AGREEMENT

RCB Bank (RCB) offers the following alert systems (collectively "the Banking Alert Services") to keep you informed of account activity: my Notify alerts, Verify Fraud alerts, Text Banking alerts and Online Banking alerts. Each system is a separate, independent product and each is explained in greater detail below. Alerts generated by the Banking Alert Services may overlap to a degree as they cover a wide range of activities including without limitation: potential fraud notifications, potential security breach notifications, transaction notifications, balance notifications and password change notifications.

**Important!** Please read this Agreement carefully. By enrolling or otherwise agreeing to receive alerts from any system(s) within the Banking Alert Services, or by providing your phone number and/or email address to RCB, you agree to the Terms & Conditions of the alert system(s) you enroll in as well as any other terms and conditions related to your RCB account(s), which are incorporated by reference.

### my Notify Alert Service Agreement

# **Service Description and Requirements**

The my Notify alert service ("my Notify") sends alerts upon request (i.e., after opt-in if opt-in is required) for various purposes including but not limited to:

- Various transaction alerts
- Various account alerts
- Various maintenance alerts
- Informational Bank alerts (Comprehensive alert type which excludes marketing)

Opting in to my Notify alerts will opt you in to all the alert types listed until/if alert preferences are managed. my Notify alerts may be sent by SMS text message or email. These alerts are provided for your convenience and do not replace your monthly account statement(s), which are the official record(s) of your account(s). To receive these alerts, you must have at least one RCB account compatible with my Notify.

By providing your consent, you are enrolling in RCB Notify Alerts. Subscription to the alerts is not required. Message frequency may vary. Message and data rates may apply. You may opt out at any time by texting STOP. For help, text HELP or call 855.226.5722. You can also access our Privacy Policy at RCBbank.bank.

To receive alerts by SMS text message, you must have a mobile phone number with a wireless carrier that includes either a text and/or data plan. By providing a mobile phone number during the account opening or opt-in process, you certify that you are the account holder on the relevant wireless plan or that you have the account holder's permission to provide the number. You agree to indemnify, defend and hold RCB harmless from and

against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the my Notify Alert Service Agreement.

It is your sole responsibility to ensure your device(s) are capable of operating in a manner that allows you to utilize these alerts securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software. Further, it is your sole responsibility to notify RCB if your mobile phone number or email address change. Alerts will be sent to the phone number and email address on file until we are notified of such changes. Use of my Notify may include personal or confidential information about you, such as your account activity or status. You agree to protect your device(s) that receive information through my Notify and to prevent unauthorized access to the information provided through my Notify. You have sole responsibility for maintaining the safety, security and integrity of your device(s) and bear the entire risk of any use thereof regardless of whether you authorized said use and regardless of whether the use resulted from your negligence. Restated, if you permit others to use your device, you will be responsible for any transaction(s) they authorize or activity they conduct and RCB will not be liable for any damages you incur. You agree not to use my Notify or any content it delivers in an illegal manner.

RCB is not obligated to monitor for receipt of alerts nor is it responsible for missed alerts regardless of cause (e.g., service interruptions or changes to your device or mobile plan). RCB does not guarantee timely delivery, execution or transmission of content by your mobile carrier. RCB will not review or respond to any reply or attempted reply to any alert beyond the pre-determined automated responses.

### **Alert Frequency**

While some my Notify alerts involve a one-time alert, others involve ongoing communication based on the opt-in preferences you select for specific alert types.

### **Alert Delivery and Rates**

RCB does not charge you for the my Notify service. You may be subject to standard messaging and data fees from your carrier under the terms of your mobile messaging/data plan. Please refer to your mobile plan for more information. Your wireless carrier is not liable for any delay or failure to deliver any alert sent to or from RCB, including alerts you may send through my Notify or that RCB may send on your behalf.

# **Reporting Suspicious Alerts**

Under the my Notify service, RCB will send you SMS text messages and email alerts. Only the phone numbers, and email addresses listed at <a href="https://RCBbank.bank/NotifyAlerts">https://RCBbank.bank/NotifyAlerts</a> are used by RCB to deliver the alerts under the my Notify service.

If you receive an alert from a phone number or email address not listed on the webpage above, or if you receive any alert asking you to provide or confirm personal or confidential information, **DO NOT REPLY**. Report the incident as soon as possible to RCB and include the phone number or email address as well as the content of the alert.

### Revoking Your Consent to Receive Alerts from the Service (Opting out)

You may opt-out of my Notify alerts at any time by either: (1) replying "stop," "stop\*," "quit," "end," "revoke," "opt out," "opt-out," "optout," "cancel," "unregister" or "unsubscribe" to a my Notify text alert; (2) emailing us at <a href="mailto:info@rcbbank.bank">info@rcbbank.bank</a>; (3) visiting our mobile banking app or online banking; or (4) calling us at (855) 226-5722.

IMPORTANT: IF YOU ARE ENROLLED IN OTHER ALERT SYSTEMS WITHIN RCB'S BANKING ALERT SERVICES SUITE, OPTING OUT OF MY NOTIFY ALERTS WILL NOT OPT YOU OUT OF ALERTS FROM ANY OTHER SYSTEM(S). AS MENTIONED ABOVE, EACH SYSTEM IS INDEPENDENT AND DOES NOT INTERFACE WITH THE OTHERS. THEREFORE, A SEPARATE OPT OUT IS REQUIRED FOR EACH SYSTEM.

#### **User Information and Privacy**

You acknowledge that in connection with your use of my Notify, RCB and its affiliates as well as RCB's service providers and their affiliates, may receive and share with one another domain names, addresses, telephone and device numbers, passwords, data files, the content of messages, and other information provided by you or other sources. Information gathered in the SMS campaign will not be shared with Third Parties or Affiliates for Marketing Purposes.

RCB as well as its affiliates and service providers will maintain reasonable safeguards to protect your information from unauthorized disclosure or use, but reserve the right to use and disclose your information as reasonably necessary to deliver the my Notify service and as otherwise permitted by law, including but not limited to compliance with court orders or lawful instructions from a government agency, to protect the personal safety of customers or the public, to defend claims, or as otherwise authorized by you. RCB and its affiliates and service providers reserve the right to monitor use of the my Notify service to verify compliance with this Agreement, relevant law or regulation, and any applicable license, but disclaims any obligation to filter, monitor or edit any content.

# **Verify Fraud Alert Service Agreement**

# **Service Description and Requirements**

The Verify Fraud alert service ("Verify Fraud alerts") sends alerts for various security-related purposes including but not limited to potential fraudulent transactions and potential account breach. Given the nature of Verify Fraud alerts, certain alerts may require you to respond in a timely manner. Failure to do so can result in a declined transaction or debit card cancellation. Verify Fraud alerts may be sent by SMS text message, automated voice phone call and/or email. These alerts are provided for your protection, but they do not replace your monthly account statement(s), which are the official record(s) of your account(s). To receive these alerts, you must have at least one RCB account compatible with Verify Fraud alerts.

To receive alerts by SMS text message, you must have a mobile phone number with a wireless carrier that includes either a text and/or data plan. By providing a mobile phone number during the account opening or opt-in process, you certify that you are the account holder on the relevant wireless plan or that you have the account holder's permission to provide the number. You agree to indemnify, defend and hold RCB harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Verify Fraud Alert Service Agreement.

It is your sole responsibility to ensure your device(s) are capable of operating in a manner that allows you to utilize these alerts securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software. Further, it is your sole responsibility to notify RCB if your mobile phone number, land line phone number or email address change. Alerts will be sent to the phone number and email address on file until we are notified of such changes. Use of Verify Fraud Alerts may include personal or confidential information about you, such as your account activity or status. You agree to protect your device(s) that receive information through Verify Fraud Alerts and to prevent unauthorized access to the information provided through Verify Fraud Alerts. You have sole responsibility for maintaining the safety, security and integrity of your device(s) and bear the entire risk of any use thereof regardless of whether you authorized said use and regardless of whether the use resulted from your negligence. Restated, if you permit others to use your device, you will be responsible for any transaction(s) they authorize or activity they conduct and RCB will not be liable for any damages you incur. You agree not to use Verify Fraud Alerts or any content it delivers in an illegal manner.

RCB is not obligated to monitor for receipt of alerts nor is it responsible for missed alerts regardless of cause (e.g., service interruptions or changes to your device or mobile plan). RCB does not guarantee timely delivery, execution or transmission of content by your mobile carrier. RCB will not review or respond to any reply or attempted reply to any alert beyond the pre-determined automated responses.

As stated above, while some Verify Fraud Alerts involve only a one-time alert, others may require a response from you.

#### **Alert Delivery and Rates**

RCB does not charge you for the Verify Fraud Alerts service. You may be subject to standard messaging and data fees from your carrier under the terms of your mobile messaging/data plan. Please refer to your mobile carrier plan for more information. Your wireless carrier is not liable for any delay or failure to deliver any alert sent to or from RCB, including alerts you may send through Verify Fraud Alerts or that RCB may send on your behalf.

### **Reporting Suspicious Alerts**

Under the Verify Fraud Alerts service, RCB will send SMS text messages via a short code. Only the short codes and email addresses listed at <a href="https://RCBbank.bank/Verify">https://RCBbank.bank/Verify</a> are used by RCB to deliver the alerts under the Verify Fraud Alerts service.

If you receive an alert from a short code or email address not listed on the webpage above or any alert asking you to provide or confirm personal or confidential information, **DO NOT REPLY**. Report the incident as soon as possible to RCB and include the short code or email address as well as the contents of the alert.

#### What Is A Short Code?

A short code is a 5 or 6 digit number that displays as the sender of a text message on your mobile device. Short codes are monitored and managed by the Cellular Telecommunications and Internet Association, a nonprofit trade organization that represents wireless carriers (AT&T, T-Mobile, Verizon, etc.) as well as manufacturers and providers of wireless products and services.

### Types of Verify Fraud Alerts You May Receive (not an all-inclusive list)

- Various suspicious transaction alerts;
- Insufficient funds for debit card transaction alerts;
- Transaction amounts that exceed your debit card limit alerts; and

### Revoking Your Consent to Receive Alerts from the Service (Opting out)

You may opt-out of Verify Fraud Alerts at any time by either: (1) replying "stop," "stop\*," "quit," "end," "revoke," "opt out," "opt-out," "optout," "cancel," "unregister" or "unsubscribe" to a Verify Fraud text alert; (2) emailing us at <a href="mailto:info@rcbbank.bank">info@rcbbank.bank</a>; or (3) calling us at (855) 226-5722.

IMPORTANT: IF YOU ARE ENROLLED IN OTHER ALERT SYSTEMS WITHIN RCB'S SUITE OF BANKING ALERT SERVICES, OPTING OUT OF VERIFY FRAUD ALERTS WILL NOT OPT YOU OUT OF ALERTS FROM ANY OTHER SYSTEM(S). AS MENTIONED ABOVE, EACH SYSTEM IS INDEPENDENT AND DOES NOT INTERFACE WITH THE OTHERS. THEREFORE, A SEPARATE OPT OUT IS REQUIRED FOR EACH SYSTEM.

# **User Information and Privacy**

You acknowledge that in connection with your use of Verify Fraud Alerts, RCB and its affiliates as well as RCB's service providers and their affiliates, may receive and share with one another domain names, addresses, telephone and device numbers, passwords, data files, the content of messages, and other information provided by you or other sources.

RCB as well as its affiliates and service providers will maintain reasonable safeguards to protect your information from unauthorized disclosure or use, but reserve the right to use and disclose your information as reasonably necessary to deliver the Verify Fraud Alerts service and as otherwise permitted by law, including but not limited to compliance with court orders or lawful instructions from a government agency, to protect the personal safety of customers or the public, to defend claims, or as otherwise authorized by you. RCB and its affiliates and service providers reserve the right to monitor use of the Verify Fraud Alerts service to verify compliance with this Agreement, relevant law or regulation, and any applicable license, but disclaims any obligation to filter, monitor or edit any content.

### RELEVANT EXISTING T&Cs FROM DEP. ACCT. AGREEMENT (taken from HTML agreement)

You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. If you enroll in Text Banking, Online Banking alerts, my Notify alerts or Verify Fraud alerts, product-specific terms and conditions apply. See the relevant sections of the Electronic Banking Agreement for further details.

RELEVANT EXISTING TEXT BANKING AGREEMENT (taken from HTML agreement)

### TEXT BANKING REQUIREMENTS AND SERVICE DESCRIPTION

RCB Bank offers its customers mobile access to account information (balances, history, transfers etc.) over the Short Message Service (SMS). Text Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record(s) of your account(s). Note that Text Banking is not the same service as Online Banking Alerts, my Notify alerts or Verify Fraud alerts. Online Banking alerts, my Notify alerts and Verify Fraud alerts are distinct services that send various account-related alerts. See the relevant sections of The Electronic Banking Agreement for further details.

# **Online Banking Alert Service Agreement**

# **Service Description and Requirements**

The Online Banking alert service ("Online Banking alerts") sends alerts upon request (i.e., after opt-in), except as specified below, for various purposes including but not limited to:

- Account Alerts (alerts sent when your account balance is above, below or exactly at a set amount at a selected frequency. Example – Account \*\*\*1234 balance below \$10.00);
- History Alerts (alerts sent based on your selected transaction type(s) and amount(s). Example – debit transactions exceeding \$1.00);
- Online Transaction Alerts (alerts sent based on transaction type(s) and status. Example – Funds Transfer/Processed)
  - Types available:
    - Changes of Address
    - Check Reorders
    - External Transfers
    - Funds Transfers
    - Stop Payments
- Reminder Alerts (alerts sent for occasions like birthdays, anniversaries, etc. (similar to calendar alerts));
- Security Alerts (alerts sent in response to security-related actions in online banking including but not limited to):
  - Entry of invalid account password(s);
  - Password changes;
  - User profile updates; and
  - Security alert preference changes
    - Note that certain default Security Alerts are sent regardless of opt-in.

Online banking alerts may be sent by SMS text message, push notification, automated voice phone call, or email. These alerts are provided for your convenience/protection and do not replace your monthly account statement(s), which are the official record(s) of your account(s). To receive these alerts, you must have online banking access in at least one RCB account.

To receive alerts by SMS text message or push notification, you must have a mobile phone number with a wireless carrier that includes either a text and/or data plan. By providing a mobile phone number during the account opening or opt-in process, you certify that you are the account holder on the relevant wireless plan or that you have the account holder's permission to provide the number. You agree to indemnify, defend and hold RCB harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Online Banking Alert Service Agreement.

It is your sole responsibility to ensure your device(s) are capable of operating in a manner that allows you to utilize these alerts securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software.

Further, it is your sole responsibility to ensure the accuracy of your contact information. If you are only enrolled in default Security Alerts and do not modify your contact information, alerts will be sent to the email address on file until you notify us of any email address change. However, if you are only enrolled in default Security Alerts but you modify your contact information or if you enroll in optional Online Banking alerts and enter a phone number or email address during the enrollment process, it is your responsibility to update your contact information in your Online Banking alert settings if it changes. Therefore, to prevent an interruption of service, in any event if you change your contact information, you should both notify the bank and update your alert settings.

Use of Online Banking alerts may include personal or confidential information about you, such as your account activity or status. You agree to protect your device(s) that receive information through Online Banking alerts and to prevent unauthorized access to the information provided through Online Banking alerts. You have sole responsibility for maintaining the safety, security and integrity of your device(s) and bear the entire risk of any use thereof regardless of whether you authorized said use and regardless of whether the use resulted from your negligence. Restated, if you permit others to use your device, you will be responsible for any transaction(s) they authorize or activity they conduct and RCB will not be liable for any damages you incur. You agree not to use Online Banking alerts or any content it delivers in an illegal manner.

RCB is not obligated to monitor for receipt of alerts nor is it responsible for missed alerts regardless of cause (e.g., service interruptions or changes to your device or mobile plan). RCB does not guarantee timely delivery, execution or transmission of content by your mobile carrier. RCB will not review or respond to any reply or attempted reply to any alert beyond the pre-determined automated responses.

#### What Is A Short Code?

A short code is a 5 or 6 digit number that displays as the sender of a text message on your mobile device. Short codes are monitored and managed by the Cellular Telecommunications and Internet Association, a nonprofit trade organization that represents wireless carriers (AT&T, T-Mobile, Verizon, etc.) as well as manufacturers and providers of wireless products and services.

### **Alert Frequency**

While some Online Banking alerts involve a one-time alert, others involve ongoing communication based on the opt-in preferences you select for specific alert types.

# **Alert Delivery and Rates**

RCB does not charge you for the Online Banking alert service. You may be subject to standard messaging and data fees from your carrier under the terms of your mobile messaging/data plan. Please refer to your mobile carrier plan for more information. Your wireless carrier is not liable for any delay or failure to deliver any alert sent to or from RCB, including alerts you may send through Online Banking alerts or that RCB may send on your behalf.

#### **Reporting Suspicious Alerts**

Under the Online Banking alert service, RCB will send emails or SMS text messages and automated voice phone calls via a short code. Only the short codes and email addresses listed here are used by RCB to deliver the alerts under the Online Banking alert service.

- Short Code: 86434
- Email address: noreply@secure.rcbbank.bank

If you receive an alert from a short code or email address not listed above or if you receive any alert asking you to provide or confirm personal or confidential information, **DO NOT REPLY**. Report the incident as soon as possible to RCB and include the short code or email address as well as the contents of the alert.

Revoking Your Consent to Receive Alerts from the Service (Opting out)

You may opt-out of Online Banking alerts at any time by either: (1) replying "stop" to an Online Banking text alert or (2) updating your alert preferences within the "Settings" tab of your online banking account.

IMPORTANT: IF YOU ARE ENROLLED IN OTHER ALERT SYSTEMS WITHIN RCB'S SUITE OF BANKING ALERT SERVICES, OPTING OUT OF ONLINE BANKING ALERTS WILL NOT OPT YOU OUT OF ALERTS FROM ANY OTHER SYSTEM(S). AS MENTIONED ABOVE, EACH SYSTEM IS INDEPENDENT AND DOES NOT INTERFACE WITH THE OTHERS. THEREFORE, A SEPARATE OPT OUT IS REQUIRED FOR EACH SYSTEM.

# **User Information and Privacy**

You acknowledge that in connection with your use of Online Banking alerts, RCB and its affiliates as well as RCB's service providers and their affiliates, may receive and share with one another domain names, addresses, telephone and device numbers, passwords, data files, the content of messages, and other information provided by you or other sources.

RCB as well as its affiliates and service providers will maintain reasonable safeguards to protect your information from unauthorized disclosure or use, but reserve the right to use and disclose your information as reasonably necessary to deliver the Online Banking alert service and as otherwise permitted by law, including but not limited to compliance with court orders or lawful instructions from a government agency, to protect the personal safety of customers or the public, to defend claims, or as otherwise authorized by you. RCB and its affiliates and service providers reserve the right to monitor use of the Online Banking alert service to verify compliance with this Agreement, relevant law or regulation, and any applicable license, but disclaims any obligation to filter, monitor or edit any content.