

Arrow Bank National Association

Business Online Banking Terms & Conditions

By using BOB, you accept all of the Terms & Conditions outlined below. Please read all parts carefully.

SERVICES

The following cash management standard services will be available to Customer:

- Balance inquiry
- Transfer of funds between accounts
- Loan payments
- Check images and statement presentation
- Secure messaging to Bank
- Stop payment initiation (additional fee per request)
- Access from mobile device

The following optional services are available if requested by Customer and approved by Bank and are subject to additional fees:

- Bill Payment
- Electronic Wire Transfer Origination ("Wires") – Separate agreement required
- Automated Clearing House ("ACH") Origination including generating payroll to employees' accounts – Separate agreement required
- Positive Pay & ACH Positive Pay - Separate agreements required

Depending upon the type of account involved, not all of the above features and services may be available on a given account. Other services may be available from time to time in the future. By using these services, or other services as they become available, you agree to be bound by the terms and conditions contained in the Agreement and any amendments hereto.

DEFINITIONS

1. "Account" or "accounts" means your account(s) at Arrow Bank National Association.
2. "Agent" means any director, officer, employee, representative, affiliate, or any other person acting on behalf of customer with the actual, implied or apparent authority of the customer.
3. "Agreement" refers to the Arrow Bank National Association Business Online Banking (BOB) User Agreement, Enrollment Form, Business Online Banking Primary Administrator Addendum, Schedule of Fees and Account Agreement.
4. "Business Day" means any day on which the Bank's offices are open to the public. Saturday, Sunday and federal or state holidays are not Business Days. Orders for transfers, bill payments or stop payments received by Bank on non-Business Days or after established cut-off hours, as set forth herein, may be treated as received on the next Business Day. Bank may change any cut-off hours at any time upon notice to the customer. All stated times are expressed as Eastern Standard Time.
5. "You" and "your" refer to the account holder authorized by Bank to use BOB under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through BOB.
6. "Electronic Funds Transfers" means pre-authorized transactions and transfers to and from your accounts using BOB.
7. "BOB Services" means the services provided pursuant to this Agreement.
8. "We", "Our", "Us" and "Bank" mean Arrow Bank National Association.
9. "Customer" means the entity for which Arrow Bank National Association provides services.

ACCESS

To use BOB, you must have at least one deposit or loan account at Bank, access to BOB and an email address. To use BOB with the Bill Pay feature, in addition to the above, you must also have at least one checking account at Bank. You must use a supported internet browser to access BOB at <https://www.arrowbank.com> or such other internet address we may provide. To have mobile banking you must use a supported mobile device. Once we have received your signed BOB User Agreement, which is your request to allow access to your accounts through BOB, and verified your account information, we will send to the Primary Administrator by email, confirmation of our acceptance of your application.

BOB can be used to access only accounts held at Bank, which includes all accounts under the Customer's Tax ID. We are not responsible for monitoring transactions through BOB to determine whether they are made by or on the behalf of the account holder.

PROVISIONS APPLICABLE TO ALL BOB CONNECTION SERVICES

The services provided by Bank are subject to all the applicable rules and regulations now or hereafter issued by Bank and by any regulatory agency with authority or jurisdiction over Bank.

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BREACH OF AGREEMENTS

Any breach by Customer of any Agreement with Bank shall constitute a breach of this Agreement and, in addition to any other rights Bank may have, shall permit Bank to cease providing services immediately.

SECURITY PROCEDURES

Customer agrees to utilize BOB in accordance with existing Bank Security Procedures which may be modified by the Bank provided the changes are commercially reasonable. ("Security Procedures") Customer acknowledges and agrees that the existing Bank's Security Procedures are commercially reasonable for the services performed herein, and Bank may reject a service request that is not made in accordance with Bank's Security Procedures, as the same may be modified.

The Bank and Customer must use these Security Procedures in connection with any communication between Customer and Bank. Customer agrees to be bound by any payment order, transaction or service charge order that is made and acted upon by Bank in accordance with these Security Procedures. Customer agrees to use the utmost care in selecting any vendor or individual given access to use one or more services; in designating any authorized representative; or in disclosing any information regarding services, including Security Procedures, that an unauthorized user would find helpful in gaining access to all or part of any service.

Furthermore, the Customer shall be solely liable for any losses arising from, through or as a result of such selection, designation and/or disclosure. Any unauthorized payment or transfer shall be presumed to have been caused by Customer's lack of care in such selection, designation and/or disclosure. In no case shall the Bank be liable for damages sustained by Customer as a result of a payment or transfer made pursuant to an order purportedly made by an authorized representative of Customer, unless the Bank had actual knowledge that this order was being made by a person lacking authority.

1. PRIMARY ADMINISTRATOR

Customer agrees to designate a Primary Administrator to communicate with Bank. The Primary Administrator is responsible for establishing User ID's, passwords and transaction authorities to the Customer's Agents and for notifying Bank of any breach of Security Procedure and other security-related activities. Designation of the Primary Administrator may be amended or revoked from time to time upon written notice to Bank by way of a newly executed Business Online Banking User Agreement.

2. PASSWORDS

Once you have executed this Agreement form, the Enrollment Form, Business Online Banking Primary Administrator Addendum and any other document required by Bank and you have been approved to use BOB, you will be assigned a Company ID, a User ID and a password ("Password"). You will be required to change the Password upon your first access to BOB (you must select a combination of alpha-numeric and a special character, eight (8) character minimum. **FOR SECURITY REASONS, YOU WILL BE REQUIRED TO CHANGE YOUR PASSWORD EVERY 90 DAYS.** You will have the ability to authorize additional users to access your accounts and will be responsible for assigning such users passwords and user IDs and for maintaining the security surrounding your users Passwords and user transaction authority. The Bank will act on instructions received under valid Passwords, will have no duty to further verify the identity of any BOB user with valid Passwords and shall not have any liability for transactions occurring on your account originated with valid Passwords. You will control and manage your entity's and users' passwords and will be solely responsible for the use of BOB by anyone who utilizes your correct Passwords. Confidentiality of the Passwords is solely your responsibility.

Access to BOB will be blocked in the event your Log-on ID or Password is entered incorrectly on three (3) consecutive access attempts. If this occurs to the Primary Administrator, please call the Electronic Banking Department at 800-246-2415. All other users must be reset by the Primary Administrator.

3. WORK ENVIRONMENT

Customer is solely responsible for maintaining a secure work environment to ensure against unauthorized use of the Arrow Bank National Association Business Online Banking system by unauthorized individuals and non-employees. Security Procedures to be employed by Customer include without limitation: informing Users that their passwords should not be shared with anyone and to secure physical access to the PC/terminals used for Arrow Bank National Association Business Online Banking services when a User has logged on to the system.

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4. OTHER

The Customer understands the importance of its role in preventing misuse of its accounts through BOB and agrees to routinely monitor transactions on all accounts. The Customer agrees to protect the confidentiality of its account and account number, and unique identifying information such as Tax ID number. The Customer agrees to safeguard any number, code, password or other identifier assigned to it, from discovery by any unauthorized person. The Customer shall be solely liable for any losses arising from the unauthorized use of any number, code, password or other identifier assigned to it. Furthermore, any payment or transfer not authorized by the Customer shall be presumed to have been caused by the Customer's neglect in safeguarding such numbers, codes, passwords or other identifiers assigned to it.

CUT-OFF HOURS

Transactions made through BOB shall be received by Bank in accordance with the applicable Cut-off Hours and Business Days and hours as amended from time to time. Bank's Cut-off Hours for receipt of data transmitted through BOB apply as follows:

1. Stop payments 8:00 pm
2. Transfers may be initialized until 8:00 pm

The Cut-off Hours indicated are for processing of transactions on the Business Day the request is received by the Bank. If a request is received after the applicable Cut-off Hour, the transaction will be processed on the following Business Day.

FEES AND CHARGES

You agree to pay the fees and charges for your use of BOB as set forth in the current BOB Schedule of Fees. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. Bank reserves the right to change the charges, fees or other terms described in this Agreement in accordance with the "Change of Terms" section hereof. You are also responsible for telephone and Internet service fees you incur in connection with your use of BOB.

PROPRIETARY PROPERTY

Customer acknowledges that Bank Web Pages and their content including but not limited to BOB, and all information relating thereto constitute proprietary property of Bank. Customer shall not acquire any proprietary interest or rights therein as a result of its use of the services.

DOCUMENTATION, VERIFICATION OF TRANSFERS AND PERIODIC STATEMENTS

The system generates a confirmation for initiated transfers and bill payments. Transfer and bill payments made through BOB will be shown in your online history. All of your transfers and bill payments made through BOB will also appear on your statement(s) for the accounts from which and to which transfers are made.

You will receive an account statement(s) at least monthly for any month in which an electronic transfer occurs.

HONORING TRANSACTIONS AND INSTRUCTIONS

We reserve the right to refuse to pay any payee designated by you. We will honor Customer's transactions and instructions (including adjustments and cancellations) only when Customer has complied with this Agreement. Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction if:

1. The transfer exceeds Customer's available funds on deposit with Bank.
2. The transfer would exceed any daily/monthly limit or permitted overdraft line you have with Bank.
3. Your account is closed, or if it has been frozen.
4. The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.
5. The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely.
6. Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, act of war, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precautions that we have taken.
7. Any transactions violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.
8. There may be other exceptions stated in other agreements we may have with you.

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BILL PAYMENT SERVICES (if applicable)

You must indicate the Designated Bank Checking Account(s) from which payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. Bill Payment Service, payments will only be debited from your account(s) on Business Days. By using Bill Payment Service, you agree that, based upon instructions received under your password, we can charge your Designated Checking Account(s) by electronic transfer or "no signature required draft". You also agree that your Bill Payments will be charged to the Designated Checking Account(s) specified by you.

Setting up Payments

You may make payments through BOB to us and to any business, merchant, or professional that generates a bill or invoice for products or services. Payments may be made only to payees with a U.S. payment address.

You must provide sufficient information about each Payee ("Payee Information"), to properly direct a payment to that Payee and to permit a Business Payee to identify the correct account ("Payee Account") to credit with your payment. This information may include, among other things, the name and address of the payee and your Business Payee account number and the date or dates on which you want your payment to be paid.

The maximum single bill payment permitted through BOB with Bill Pay is nine thousand, nine hundred, ninety-nine dollars and ninety-nine cents (\$9,999.99) or the amount available in your account, whichever is less. Bank reserves the right to process or reject payments that exceed this limit. Any such payment exceeding the limit shall be deemed to have been authorized by you.

Initiation and Delivery of Payments

Transaction instructions can be entered through BOB seven (7) days a week, 24 hours a day, however, payments can occur only on Business Days (See Definitions). Funds will be deducted from the designated Account for Bill Pay on the Deliver By Date for electronic payees. For payees who receive a draft, the funds will be deducted from the designated account when the draft is presented for payment.

In order to provide sufficient time for payments to be received by your payees, the date on which the payment is initiated must be at least two (2) business days prior to the date your payment is due for an electronically generated payment and at least four (4) business days prior to the date your payment is due for a payment mailed through the postal service. Scheduled payments should be prior to any late date or grace period. It is your responsibility to set up or authorize a payment, as appropriate, far enough in advance so that the payment will be received on a timely basis. We are not responsible for any losses, damages, or charges, including late payment charges or additional finance charges that a payee may impose as a result of receiving a late payment.

Non-Electronic Bill Payments

Where possible we will send all payments initiated through Bill Pay electronically. In cases where payment is not accepted electronically, you authorize the bank to make payment via a "no signature required draft" drawn on your designated account. The account will not be debited until such time as the draft is presented for payment. Stop payments may be placed on these drafts according to the same rules as Stop Payments for checks written by the customer directly.

TIMING OF TRANSFERS AND LOAN PAYMENTS

Transfers and loan payments that do not vary in amount can be scheduled to initiate automatically on a regular schedule determined by you. You will be required to choose the Previous Processing Date or Next Processing Date option when scheduling recurring transfers or loan payments. These options determine when the transaction will occur if the prescheduled recurring date falls on a non-business day. If "Previous Processing Date" is selected the transfer will process before the non-business day. If "Next Processing Date" is selected the transfer will process after the non-business day.

FUTURE DATED TRANSFERS AND LOAN PAYMENTS

You may future date a transfer or loan payment up to the systems capabilities. A one-time future dated transfer or loan payment cannot be scheduled to occur on a non-business day.

CANCELING OR CHANGING BILL PAYMENTS, TRANSFERS AND LOAN PAYMENTS

You may use BOB to change the amount and the initiation date of any pending bill payment, transfer or loan payment. You cannot cancel a bill payment, transfer or loan payment, once it has been debited from your account. Same day transfers cannot be canceled after the instruction has been sent to Bank as they are processed immediately. However, you may schedule a subsequent transfer to reverse the effect of a previously established transfer between accounts.

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STOP PAYMENT REQUESTS

You may initiate Stop Payment Requests online via BOB for paper checks that you have written or for “no signature required drafts” issued by our third party bill pay vendor drawn on your Bank account(s). Stop Payment requests initiated through BOB and received after 8:00 p.m. will be processed on the next Business Day. To be effective, this type of Stop Payment request must precisely identify the name of the payee, the check number, the amount and the date of the check. If you make your Stop Payment request online, the use of your BOB Credentials has the same effect as if the Stop Payment Request was given in writing. You will incur Stop Payment charges as disclosed in the Commercial BOB Schedule of Fees included in this Agreement.

Stop Payment requests are valid for six (6) months whether written or electronic. After that time, the check may be paid and charged to your account unless you renew the Stop Payment Request in writing for an additional fee. The request/notice will be canceled if the account is closed or transferred. The request/notice is made subject to the terms of Bank’s Account Agreements, as in effect from time to time. Customer agrees to indemnify, defend and hold Bank harmless from all actions, claims and damages related to, or arising from, our action in stopping payment on any check or ACH debit pursuant to your Stop Payment Request. In regards to any form of Stop Payment Request, Customer must provide it in such a time and manner that allows Bank reasonable opportunity to act on the request.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the BOB Services provided to you under this Agreement. We do not and cannot warrant that BOB will operate without errors, or that any or all BOB Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that the Bank not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of you use of or access to BOB, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. You further agree that our officers, directors, employees, agents or contractors are not liable in any way whatsoever for any damages by reason of any services or products provided under the Agreement or by reason of your use or access to BOB. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through BOB.

In addition to greater limitations on the Bank’s liability that may be provided elsewhere, the Bank’s liability relating to any service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. The Bank will not be responsible or liable for any damages arising from or caused by any third parties other than those damages directly arising from or directly caused by the gross negligence or willful misconduct of its employees after the Bank had obtained actual knowledge that an Order, payment or transfer was being placed in effect by a person without authority. The Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages whether or not the likelihood of such losses or damages was known by either party at the time Customers first obtains services from Bank or at the time any instruction or order is given to Bank pursuant to any services, and whether such losses or damages arise from torts, contract claims or other sources. The Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of the Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by accident, strike, fire, flood, war, riot, equipment breakdown, electrical or mechanical failure, acts of nature or any cause which is attributable to a third party, reasonably unavoidable or beyond Banks’ reasonable control. Customer agrees that the fees charged for the performance of the services shall be deemed to have been established in contemplation of these limitations of liability. Customer acknowledges that the reconstruction of events causing Customer to sustain damages becomes difficult, and may be inaccurate more than one year following the occurrence of such events. Therefore, Customer agrees that any claim, action, suit or proceedings against Bank for damages resulting in any respect from its acts or omissions in the performance of the services must be brought within one year from the date of the alleged act or omission and Customer shall have no right to bring any such claim thereafter. However, if New York State law does not allow reduction of statute of limitations to one year, then all claims, actions, suits or proceedings against Bank shall be brought within the shortest period of time which such laws allow for agreements limiting periods of time for the filing suits. Customer agrees to immediately notify Bank of any claim by Customer, or any claim that is made to Customer by a third party that any act or omission by Bank in connection with any Service has caused Customer or such third party to sustain any damages.

INDEMNIFICATION

Except to the extent Bank is determined to be liable for its own gross negligence in performing a service, Customer agrees to indemnify, defend and hold Bank, affiliates and subsidiaries, directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind to third parties, including, without limitation, reasonable attorney fees and court costs, which result directly or indirectly, in whole or in part, from the services.

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ATTORNEY FEES

Bank, if it is the prevailing party in any litigation or arbitration related to services shall be entitled to recover such amount as a court or neutral arbitrator(s) may judge reasonable as attorney fees at any hearing, arbitration, mediation, trial, appeal or petition for review or reconsideration, in addition to any other costs or expenses incurred.

COOPERATION IN LOSS RECOVERY EFFORTS

In the event of any damages for which Bank or Customer may be liable to any of the others or to a third party pursuant to the services, Bank and Customer will undertake reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

CUSTOMER RECORDS

This Agreement and the performance by Bank of the services thereunder shall not relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten (10) Business Days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account.

THIRD PARTY NETWORKS

Provision of certain services is dependent upon Bank's ability to provide access to third party networks. In the event any third party network is unavailable or in the event Bank determines, in its discretion, that it is unable to continue providing any third party network access, Bank may discontinue the related service or may provide the Service through an alternate third party network and shall have no liability for the unavailability of access. Bank does not warrant and shall not be responsible for services received by Customer from any third party networks.

ADDITIONAL SERVICES

Bank may provide services, which are not included in the services section of this Agreement. By accepting any such service, Customer agrees that the service will be governed by this Agreement and Customer will pay reasonable fees for such services.

NOTICES AND CONSENT TO ELECTRONIC DELIVERY OF NOTICE

Any written notices sent to Customer shall be delivered or mailed to Customer's current address or other known address if deemed more appropriate by Bank. You agree that Bank has the right to send any notice or other type of communication provided to Customer pursuant to the terms of this Agreement, and any future disclosures required by law, including Electronic Fund Transfer Disclosures, may be made electronically by posting the notice on Bank website or by email. Customer agrees to notify Bank immediately of any change in Customer's email address.

SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

WAIVER

A waiver by Bank or Customer of any specific term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision.

ASSIGNMENT

Customer may not assign or transfer its rights or obligations thereunder to any other person or entity without the Bank's written consent, whose consent shall not be unreasonably withheld. Any change in ownership or in Primary Administrator must be reported, in writing by way of a newly executed Business Online Banking User Agreement immediately to the Bank. Until Bank receives notice in writing of the change liability for use of the website remains with the original ownership.

Arrow Bank National Association

Business Online Banking User Agreement

CHANGE IN TERMS

Bank may change any term of this Agreement at any time. If the change would result in increased fees for any BOB Service, increased liability for Customer, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, Bank agrees to give Customer notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or Bank's electronic fund transfer system. Bank will post any required notice of the change in terms on Bank website, or forward it to Customer by email, or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or Bank electronic fund transfer system, Bank will notify Customer of the change in terms within 30 days after the change becomes effective. Customer use of any BOB Services, after notice of the effective date of change, indicates Customer's acceptance of the change in terms. Bank reserves the right to waive, reduce or reverse charges or fees in individual situations. Customer acknowledges and agrees that changes to fees applicable to specific accounts are governed by the applicable Account Agreements.

TERMINATION

If Customer wants to terminate access to BOB, they must send a written termination authorization to Bank. RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE CUSTOMER TERMINATES ACCESS TO THE SERVICE. IF CUSTOMER WANTS TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, CUSTOMER MUST NOTIFY BANK IN WRITING AND SPECIFICALLY REQUEST TERMINATION OF THE TRANSFER(S). Bank reserves the right to terminate BOB, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that Customer gives Bank a termination notice, Bank may (but is not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. Bank also reserves the right to temporarily suspend BOB in situations deemed appropriate by Bank in sole and absolute discretion, including when Bank believes a breach of system security has occurred or is being attempted. Bank may consider repeated incorrect attempts to enter your Passwords as an indication of an attempted security breach. Termination of the Service does not affect Customer obligations under this Agreement with respect to occurrences before termination. Any obligation of the parties accruing prior to notice shall survive any such termination. Bank may immediately terminate any service at any time if an event occurs which has an adverse impact on Customer and/or increases the risk to Bank. For security reasons, If Customer has not logged on to BOB for a period of 90 Days, the Bank may deactivate BOB.

COMMUNICATIONS BETWEEN BANK AND CUSTOMER

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

1. Contact Us within your Secure BOB session
2. Telephone: BOB Support at 800-246-2415 (8:00 a.m. to 6:00 p.m. Mon-Fri and 9:00 a.m. to 1:00 p.m. Sat)
3. Postal Mail: Arrow Bank National Association, Electronic Banking Dept., 250 Glen Street, Glens Falls, N.Y. 12801
4. In Person – You may visit us at any one of our banking locations during banking hours.

GOVERNING LAW

This Agreement shall be governed by the laws of New York State and by applicable federal law. The Customer submits to the jurisdiction of the state courts located in Warren County of the State of New York and the United States District Court for the Northern District of New York, without prejudice to the Bank's right to bring an action in any other forum. The Customer waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to the Customer at its address set forth in the records of the Bank. The Customer waives trial by jury in any proceeding brought by either party involving, directly or indirectly, any matter in any way arising out of, related to, or connected with, this Agreement, and the Customer also waives any objection based on forum non-conveniens, improper venue or personal jurisdiction, for any proceeding brought in any federal or state court located in the State of New York.

MISCELLANEOUS

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. This Agreement is binding upon Customer's heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.