

Arrow Bank National Association

Business Online Banking Electronic Wire Transfer Terms & Conditions

By using the Electronic Wire Transfer Service, you accept all of the Terms & Conditions outlined below. Please read all parts carefully.

Primary Administrator will have the ability to authorize additional users to access account(s) and will be responsible for assigning user passwords and user IDs and for maintaining the security surrounding users Passwords and user transaction authority. The Bank will act on Orders received electronically via the Internet under a valid User ID and Password through the Bank's Business Online Banking service.

The Bank may, in its discretion and without liability of any kind to Customer, reject any Order. The Bank shall provide Customer Notice of rejection.

Customer shall pay Bank the charges for the services provided in connection with these Terms & Conditions, as set forth in the Schedule of Fees.

Upon the receipt and acceptance of any Order, the Bank will charge the account(s) designated in the Order. No Order will be executed unless the account has sufficient available funds. All wires must be transmitted in U.S. Dollars.

Either party may terminate this Service by giving written notice to the other party. Termination shall be effective upon receipt, although, termination of shall not affect any rights or liabilities of either party accruing prior to such termination.

General

An Electronic Wire Transfer Order is a request to transfer money from a given Customer's account at the Bank through Business Online Banking to, or for the benefit of, a given account at another financial institution.

Customer agrees and understands that when Bank acts on any Order, Bank and any beneficiary's financial institution may rely solely on (i) the beneficiary's account number even if it identifies a person different from the named beneficiary, and (ii) the identification number provided to Bank of any other financial institution through which the funds are to be transferred, rather than the name of the financial institution. Customer expressly agrees to be bound by any Order, whether or not authorized, issued in its name and accepted by provided to Bank in compliance with the Security Procedure.

The Bank has the discretion to accept or reject an Order on notice to Customer, and will accept Orders only from authorized users assigned by the Primary Administrator of Customer.

Customer has the responsibility to keep Business Online Banking User(s) credentials and entitlements current.

Bank shall have no obligation to cancel or amend any Order after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Order prior to sending the wire request to the beneficiary.

The Bank will make every reasonable effort to handle Orders on the day they are received, but Orders should be received by the Bank by 3:00 pm to make such "same day" transfers possible.

All transfers affected by the Bank will appear on periodic Bank statements as applicable for each transfer account. Such statements will be presumed to be accurate unless Customer notifies the Bank of discrepancies in the statements within thirty (30) days of the statement date.

The Bank will not inquire as to the purpose of any Order or the identity of the transferee named in the Order. Any specialized account handling or special service required by Customer shall not be effective unless subject of a separate written agreement executed by duly authorized representatives of both Customer and the Bank.

Security Procedures

Customer agrees to adhere to Security Procedures as outlined in the Business Online Banking User Terms & Conditions. Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized or incorrect Orders. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper Customer supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by Bank. If Customer believes or suspects that any such information or instructions have been discovered or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period for Bank to act to prevent unauthorized transfer.

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Bank grants access to the Business Online Banking service, as defined in any pertinent Business Online Banking Terms & Conditions, which is incorporated herein by reference, to perform Electronic Wire Transfer transactions. Any transaction initiated or authorized using a valid combination of Login ID, Password and other authentication means established by Bank, will be considered authentic, valid and binding by Customer and Bank.

Electronic Wire Transfer Orders initiated via Business Online Banking require dual control (one Customer Representative to create the Order and one Customer Representative to approve the Order).

THE BANK SHALL ACT IN GOOD FAITH AND EXERCISE REASONABLE CARE UNDER THESE TERMS & CONDITIONS AND SHALL BE LIABLE TO CUSTOMER ONLY FOR LOSSES CUSTOMER SUSTAINS WHICH ARE CAUSED DIRECTLY BY THE BANK'S FAILURE TO SO ACT AND EXERCISE SUCH CARE AND SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES OF ANY KIND OR EXTENT. IN NO CASE SHALL THE BANK BE LIABLE FOR DAMAGES SUSTAINED BY CUSTOMER AS A RESULT OF A WIRE TRANSFER MADE PURSUANT TO AN ORDER PURPORTEDLY MADE BY AN AUTHORIZED REPRESENTATIVE, UNLESS THE BANK HAD ACTUAL KNOWLEDGE THAT THIS ORDER WAS BEING MADE BY A PERSON LACKING AUTHORITY.

If Customer suspects or believes that any such information has been compromised, or that unauthorized wires have been transmitted via the service, it shall immediately call Bank's Electronic Banking Customer Service Center at 800-246-2415. Electronic Banking Hours are Mondays through Fridays 8:00 a.m. to 6:00 p.m. and Saturdays 9:00 a.m. to 1:00 p.m.

Customer will employ a secure Internet environment using commercially reasonable industry standard security technology.

Bank shall not be liable for any damages whatsoever arising from or caused by Customer's failure to comply with these provisions. Furthermore, Bank will not be liable for any damages arising from or caused by any third parties, other than those damages directly arising from the gross negligence or willful misconduct of its employees after Bank had obtained actual knowledge that a transfer was being placed by a person without authority. Customer shall be solely liable for any losses arising from, through or as a result of its establishment or use of its security standards, policies and/or safeguards. Any unauthorized payment or transfer shall be presumed to have been caused by Customer's lack of care in the establishment or use of such security standards, policies and/or safeguards.

Bank Responsibilities; Liability; Limitations on Liability; Indemnity

(a) In the performance of the services required by these Terms & Conditions, Bank shall be entitled to rely solely on the information, representations, and warranties provided by or in the name of Customer pursuant to these Terms & Conditions, and shall not be responsible for the accuracy, validity or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in these Terms & Conditions, and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Order received from or in the name of Customer) or those of any other person, including without limitation, any Federal Reserve Bank and no such person shall be deemed Bank's agent. Customer shall indemnify, defend and hold Bank harmless against any and all Losses and Litigation Expense arising out of or relating to any claim or assertion of any person or entity to the effect that Bank is responsible for any act or omission of Customer (including its agents, servants, employees or subcontractors) or any other person described in the section above. For purposes of this section "Loss" means any Liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees and penalties or other charge, other than a Litigation Expense. For purposes of this Section, "Litigation Expense" means any court filing fee, court cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this Section, including without limitation, in each case, attorneys' fees, other professionals' fees and disbursements.

(b) Any Bank liability, which can only arise from the gross negligence or willful misconduct of the Bank, shall be limited to Customer's actual damages; in no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with, arising out of or related to a breach of these Terms & Conditions by Bank (including its agents, servants, employees or subcontractors), whether or not the likelihood of such damages was known or contemplated by Bank and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to these Terms & Conditions.

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(c) Without limiting the generality of the forgoing provisions, Bank shall be excused from failing to act or a delay in acting if such failure or delay is caused by legal constraint, interruption of mechanical, transmission or communication facilities, equipment failure, war, acts of terrorism, emergency conditions, criminal acts of third parties or other circumstances beyond Bank's control.

Amendments

From time to time Bank may amend any of the terms and conditions, including, without limitation, any cutoff time, any business day, or other. Such amendments shall become effective upon notice when required to Customer or such later date as may be stated in Bank's notice to Customer.

Electronic Wire Transfer Schedule of Fees

SERVICE FEES

Domestic Online Wire Fee: \$15.00 per Wire

Foreign Online Wire Fee (U.S. Dollars): \$15.00 per Wire

Fees associated with the Electronic Wire Transfer Service are subject to change at the Bank's discretion at any and all times. The Bank will evaluate the fee(s) for these services minimally on an annual basis. Notice of such change will be provided in accordance with the CHANGE IN TERMS section of your Business Online Banking User Terms & Conditions.