

## The Bank of Clovis

### Online Financial Management Addendum

This Online Financial Management Addendum (this “OFM Addendum”) is an addendum to your Online Banking Agreement and Electronic Funds Transfer Act Notice and your deposit agreement(s) (collectively, the “Agreement”), the terms of which are all incorporated into this OFM Addendum by reference. This OFM Addendum sets forth the additional terms and conditions for use of the Online Financial Management services (“OFM”) offered through The Bank of Clovis (the “Bank”) to you, the user (“you,” “your”). Except where modified by this OFM Addendum, the Agreement remains in effect. Terms defined in the Agreement that are not defined in the OFM Addendum have the same meaning in the OFM Addendum. This OFM Addendum and the Agreement constitute the entire agreement between you and the Bank relating to OFM, supersede any other agreements relating to OFM, and may only be amended as provided in the Agreement. If there is a conflict between the Agreement and this OFM Addendum, the terms in this OFM Addendum will govern your use of OFM.

#### a. Relationship to Other Agreements

You may use OFM to access services offered by the Bank, its affiliates, or third parties not affiliated with the Bank. You agree that when you use these services, you will be subject to any terms and conditions established by those third parties, including the Bank, its affiliates or unaffiliated service providers, and that this OFM Addendum does not amend any of those terms and conditions. You agree that only the third parties are responsible for their services, and if you have any problems with these third parties, you should contact them directly.

#### b. Description of OFM and Designation of the Bank as Agent

OFM is a personal finance management service that allows you to better manage your information by consolidating it in one place. It gives you the chance to track spending, analyze budgets and categorize your finances and provides you an easy-to-use interface to manage accounts, transactions, budget, financial goals and alerts. **You understand and agree that the Bank, its officers, directors, and employees, and its service providers are not financial planners, investment advisors or tax advisors. For such advice, you should seek the advice of the appropriate professionals regarding any financial decisions or transactions arising from your use of OFM.**

OFM uses proprietary technology to allow you to retrieve, view, and maintain information you have available at various web sites you designate, but all within one convenient service. You agree to abide by all policies, requirements and restrictions set forth in this OFM Addendum and as communicated to you in connection with OFM. All of the accounts linked to your user id through The Bank of Clovis Online Banking are automatically added to OFM. You may add information about accounts accessible at other websites that you maintain at other institutions. When you use OFM to access a third party website you designate, you agree to the following:

1. You authorize the Bank and its service providers to access the third party web sites and accounts you designate to retrieve account information on your behalf, and you appoint the Bank as your agent for this limited purpose. In addition, you hereby designate the Bank and its service providers as your true and lawful attorney-in-fact, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party web sites, retrieve account information, and use your information, for the purpose of accessing your accounts and operating OFM, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. **This access and retrieval of information through OFM does not include the capability to initiate transactions; thus, the Bank is not responsible for transactions on the accounts involved.**

2. You represent that you are a legal owner of the accounts at third party web sites which you include in OFM and that you have the authority to (i) designate the Bank as your agent, (ii) use OFM and (iii) give the Bank your passwords, usernames, and all other information you provide.

**3. YOU AGREE AND ACKNOWLEDGE THAT WHEN THE BANK OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THE THIRD PARTY WEB SITE, THE BANK OR ITS SERVICE PROVIDERS ACT AS YOUR AGENTS, AND NOT THE AGENTS OR ON BEHALF OF THE THIRD PARTY.**

4. OFM does not have the capability to initiate transactions affecting your financial accounts or provide notices or instructions affecting such financial accounts. When you access a third party website through OFM, you open a new browser window to directly connect you to the third party website and submit information you have designated to allow further access to that site. Transactions and inquiries you initiate at such a site are not made through OFM, and the Bank has no responsibility for such transactions. You are responsible for all fees charged by the third party in connection with such transactions and accounts, and you agree to comply with the terms and conditions of those accounts. If you have a dispute or question about any transaction on such site, you agree to direct these to the account provider.

5. Third party websites shall be entitled to rely on the above authorizations, agency and power of attorney granted by you.

6. OFM is not sponsored or endorsed by any providers of the third party accounts you access through OFM, except for affiliates of the Bank.

7. Balances shown on OFM reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current. **Data and information is provided for informational purposes only, and is not intended for trading or transactional purposes.** You agree that the Bank is not liable for any errors or delays in the content, or for any actions taken in reliance thereon. The services which you may be able to access through OFM are services of the listed institutions. OFM provides links to selected institutions for your convenience only. The Bank does not endorse or recommend the services of any institution. The third party institution you select is solely responsible for its services to you. The Bank is not

liable for any damages or costs of any type arising out of or in any way connected with your use of the services of the institution.

8. You may also add information into OFM for accounts not available at other websites or which are not linked to OFM. In such case, you are solely responsible for the accuracy of such information.

### **c. Charges for OFM**

You agree to pay any charges for OFM in accordance with the Bank's current fee schedule, as amended from time to time. The Bank will advise you of any fee changes prior to implementing them. Notice of changes may be provided via mail, email, text, or online on the Bank Independent website. You authorize the Bank to automatically charge your account for all such fees incurred in connection with OFM. In the future, the Bank may add to or enhance the features of OFM. By using such added or enhanced features, you agree to the terms and conditions of use and agree to pay for them in accordance with the Bank's fee schedule.

### **d. Provide Accurate Information**

You represent and agree that all information you provide to the Bank in connection with OFM is accurate, current and complete, and that you have the right to provide such information to the Bank for the purpose of operating OFM. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree not to use this service to attempt to access any other person's account or information.

### **e. Proprietary Rights**

You are permitted to use content delivered to you through OFM only on OFM. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of OFM technology, including but not limited to, any Java applets associated with OFM.

### **f. User Conduct**

You agree not to use OFM or the content or information delivered through OFM in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of OFM to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for the Bank or its affiliates or cause the Bank to lose (in whole or in part) the services of the Bank's third-party provider; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as being obscene or pornographic or contain child pornography, or racially, ethnically, or otherwise objectionable; (h) interfere with or disrupt computer networks connected to OFM; (i) interfere with or disrupt the use of OFM by any other user; (j) access the information and content manually by request and not programmatically by macro or other

automated means; or (k) use OFM in such a manner as to gain unauthorized entry or access to the Bank's or third party computer systems.

**g. Restriction on Commercial Use or Resale**

You agree not to resell or make any commercial use of the services involved with OFM.

**h. Indemnification of the Bank**

**Notwithstanding any language to the contrary contained in this OFM Addendum or in the Agreement, when you use OFM, you agree to protect and fully compensate the Bank and its service providers and affiliates from any and all third party claims, liability, damages, expenses, losses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use or misuse of OFM, your violation of this OFM Addendum or the Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.**

**i. OFM Service Limitations**

The Bank and its third party service providers cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other OFM interruptions. Notwithstanding any the language to the contrary set forth in this OFM Addendum or the Agreement, with respect to OFM, the Bank does not assume responsibility for the timeliness, accuracy, reliability or completeness of information or data used in OFM, any results of or provided through OFM, the availability of information, or the deletion, non-delivery or failure to store any user data, communications or personalization settings. The Bank cannot guarantee the security of OFM, as it may be compromised or malicious code may be introduced by third parties. The Bank will provide you with notice if your information is the subject of a security breach as required by applicable law.

**j. Third Party Products**

You agree to exercise caution when browsing on the Internet and to use good judgment and discretion when obtaining or transmitting information or making purchases. From OFM, you may access or be directed to sites containing information or material that may be offensive or inappropriate to some people. The Bank does not endorse and makes no effort to review the content of these sites, nor is the Bank responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. The Bank retains the right (not the obligation) at its sole discretion to prevent access to any site from OFM.

**k. Privacy**

The Bank has a commitment to keep information about you secure and confidential. Please see the Bank's privacy policy online at [www.bankofclovis.com](http://www.bankofclovis.com) to understand how the Bank protects, collects, and shares your personal information. Through the OFM service, you are able to aggregate information about your accounts from sources other than the Bank or its affiliates so that you may view them in one

online location. The Bank will use this information to help optimize your personal use of this service, and to understand what product or service offers may be most beneficial to you.

#### **I. Changes or Cancellation**

You may cancel your participation in OFM **by calling the Bank at (575)769-9000**. The Bank reserves the right to change or cancel OFM, in whole or in part, at any time without notice. The Bank may also suspend your access to OFM at anytime without notice and for any reason, including but not limited to your non-use or misuse. You agree that the Bank will not be liable to you or any third party for any modification or discontinuance of OFM. Your access to OFM will automatically terminate upon your termination of your Online Banking Agreement.

#### **m. Third Party Beneficiary**

You agree that the Bank's service providers may rely upon your authorization and grant of a limited power of attorney, the disclaimer of warranties, and the limitations of liability contained herein, and such service providers are third party beneficiaries to this OFM Addendum, with the power to enforce those provisions as applicable.

#### **n. Limitations and Warranty Disclaimers.**

**The Bank and its service providers disclaim all warranties relating to OFM or otherwise in connection with this OFM Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. There is no guarantee that access to OFM will be available at all times, and the Bank shall not be liable if you are unable to access the services. OFM is provided "AS IS." Neither the Bank nor its service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if the Bank or its service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of the Bank or its service providers to you in connection with OFM or with Online Banking or otherwise under this OFM Addendum or the Agreement exceed the amounts paid by you for the services provided to you through the System.**

#### **o. Miscellaneous.**

If any part of this OFM Addendum is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. This OFM Addendum shall be construed in accordance with and governed by New Mexico law and applicable federal law and regulations. Any waiver (express or implied) by the Bank of any default or breach of this OFM Addendum must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this OFM Addendum. This OFM Addendum is, however, binding upon you, your heirs, successors, and assigns. Certain of the obligations,

such as indemnity obligations, which by their nature would continue beyond termination, cancellation, or expiration of this OFM Addendum and the Agreement, shall survive termination, cancellation, or expiration of this OFM Addendum and the Agreement.