

INTRUST Loan Payment Center Agreement

This agreement is between you and INTRUST Bank, N.A. ("Bank") and governs the use of the INTRUST Loan Payment Center ("Service"). When you enroll in this Service you agree to the terms and conditions of this Agreement. Each time you enter a Payment Instruction you will be agreeing to the terms and conditions of this Agreement in effect at that time. You will not be able to use this Service until your identity has been authenticated and you have acknowledged reading and agreeing to this Agreement by clicking the "Yes, I agree to the Loan Payment Center terms and conditions" button at the bottom of this page.

In addition to these Terms and Conditions, you should review our [Frequently Asked Questions \(FAQ\)](#) and our [Privacy Policy](#).

Service Description

The Bank is offering this Service as a convenience to you. This Service may only be used to authorize payments on your consumer loan ("Loan"). Each time you use this Service you will be authenticated using one or more commercially reasonable methods.

Requirements to Use Service

You must provide the Bank the bank name, account number, and routing number of the account which you intend to utilize for the purpose of making payments on your Loan ("Designated Account"). If the Designated Account is a non-consumer account, you represent you are an authorized signer on the account and have authorization to use the funds in the account for payment of your Loan.

By accepting this Agreement you represent and warrant:

- You are 18 years of age or older,
- You are using your actual identity and all information provided to the Bank is accurate and complete. You are responsible for any penalties, fees or other legal processes resulting from your supplying fraudulent or false information to the Bank.
- You are legally authorized to make payments out of the Designated Account
- You have read and agreed to the Bank's Privacy Policy.
- Use of this Service will not violate any local, state, national or international laws or regulations.

All payments must be in US dollars from an account held at a U.S. bank. You may enter a one-time payment or recurring payments. The minimum payment which may be entered is \$25 and the maximum is \$50,000. Future payments cannot be entered if payment is due that day or if payment is past due.

You agree to provide to the Bank any and all information regarding your Designated Account that, in the Bank's sole discretion, is deemed necessary. You agree to provide reasonably requested assistance to the Bank in any formal or informal investigation of any irregular payments or information provided to the Bank related to this Service or your Note, Disclosure or Service Agreement ("Note").

Use of Service

By providing the Bank with the information regarding your Designated Account you are authorizing the Bank to follow any payment instructions on the Designated Account ("Payment Instructions") which the

Bank receives through the Service. When the Bank receives a Payment Instruction, you authorize the Bank to initiate a debit from the Designated Account and to debit such amount. You agree to only instruct the Bank to make a withdrawal when a sufficient balance is available in your Designated Account. The terms of the Note will apply if there are insufficient funds or payment is not received through the Service for any other reason.

You agree to provide the Bank with a valid and currently active email address. It is your responsibility to notify the Bank of any and all changes to your email address. The Bank accepts no responsibility or liability for the consequences of your failure to notify the Bank of all changes to your email address.

Payment Processing

It is your responsibility to enter the Payment Instructions for payment of the Note in sufficient time for the processing of the transaction and remittance of the payment prior to the day payment is due as set out in the Note ("Payment Date"). You should provide your Payment Instruction no less than four (4) Business Days prior to the Payment Date. Business Days are Monday through Friday, excluding Federal holidays. If you send your Payment Instruction after 8:00 p.m. (central time) on a Business Day, your Payment Instruction will be deemed to have been received on the following Business Day. If your payment is received after the Payment Date, regardless of any cause except for the Bank's failure to reasonably process Payment Instruction actually received by us, your payment will be deemed late and you will remain responsible for any late charges and interest assessed, as provided in the Note.

The Bank will use its best efforts to make your payments properly and in accordance with your Payment Instructions. The Bank shall not be responsible and shall have no liability for any payment it is unable to complete due to any of the following circumstances:

1. Your Payment Instruction is returned.
2. The Service is not working properly and you know or have been advised of the malfunction before you execute the transaction.
3. You have not provided correct information.
4. Circumstances beyond the control of the Bank prevent the proper execution of the transaction and the Bank has taken reasonable precautions to prevent the circumstances.

You will receive an email payment confirmation once the payment is processed. If you have questions regarding whether your Payment Instruction was received by the Bank, please contact 800-895-2265.

You may revoke, delete, change or cancel any payment if its status is Submitted or Scheduled on the website. Once the payment is included in the settlement processing it may no longer be revoked, deleted, changed or canceled. Settlement processing will normally occur at 8:00 p.m. (central time).

Contact By Bank

You agree the Bank may contact you by email, phone, or text message, at any email addresses and phone numbers you have provided, to discuss your accounts and products or services in which you have enrolled. These calls may use a recorded or artificial voice, or an automatic dialing system.

You also agree that the Bank may email you for marketing purposes. You may stop these messages or otherwise change your contact preferences by:

- Calling us at 1-800-895-2265;
- Visiting one of our banking centers;
- Visiting our website at <http://www.intrustbank.com/unsubscribe>.

It may take up to 10 Business Days to process your request. You will still continue to receive communications concerning your Note and any other accounts you may have and products or services in which you have enrolled.

License Agreement and Use:

The Bank hereby grants a non-exclusive, non-transferable and revocable license to use the Service solely for personal purposes. You warrant you will not use the Service for any purpose that is unlawful or not permitted under the terms of this Agreement. You further warrant that you will not use the Service in any manner that could damage, disable, overburden or impair the Service, the services of the Bank or interfere with any other party's use and enjoyment of the Service. You acknowledge and agree you are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile any of the technology used for the Service.

Responsibility for User ID and Password:

It is your responsibility to maintain control and safeguard your User ID and Password. You are solely responsible for all Payment Instructions given which are authorized by the use of your User ID and Password regardless of who is actually acting or making the requests. You agree to periodically change your Password. In addition, you agree to change your Password upon request by the Bank.

If you discover your User ID or Password has been stolen, you agree to notify the Bank immediately by calling the Bank at 800-895-2265 or visiting any Banking Center location.

Exclusive Agreement for the Service

This is the complete and exclusive agreement regarding the Service. If there is a conflict between what a Bank employee tells you and the terms of this Agreement, the Agreement will prevail. This Agreement does not affect the terms of your Note.

Changes to Agreement:

This Agreement may be revised at any time, at the discretion of the Bank, effective upon posting the revised Agreement on this Internet Site. In addition, this Agreement may be amended to comply with changes in various state or federal laws, regulations or industry rules and standards. Continued use of the Services after entry of a Payment Instruction will constitute acceptance of the revised terms and conditions in the Agreement. Any change in this Agreement shall have no effect on the terms of your Note.

Failure of the Services:

The Bank accepts no responsibility or liability for any delay or failure of the Service to perform as a result of, but not limited to, communication failure, inaccuracy, interruption, delay or failure of the transmission of the Payment Instruction, equipment failure or malfunction (including malfunctions due to computer viruses, malicious code, or other software defect), power failure, energy shortage, act of God, act of governmental authority, act of public enemy, or war, riot, fire, flood, civil commotion, terrorist attack, insurrection, labor difficulty (including without limitation strike, boycott and other work

stoppage or slowdown), severe or adverse weather conditions or other causes beyond the Bank's control.

Termination of Services:

The Bank may terminate your use of the Service at any time for any reason without prior notice. The Bank reserves the right to cancel the Service to all customers without prior notice.

The Bank reserves the right to refuse to accept Payment Instructions on your Designated Accounts if a previous Payment Instruction has been returned account closed, no account found, non-transaction account, or any other reason. You must provide an alternate Designated Account to continue use of the Service. The Bank also reserves the right, in the Bank's sole discretion, to refuse Payment Instructions on any Designated Account if the Bank believes the account may have been compromised; has been mishandled or presents risk to the Bank or its systems.

Error Resolution:

In case of errors or questions about your electronic transfers contact the financial institution where your Designated Account is held.

Indemnification:

You hereby indemnify and hold harmless the Bank, its successor's and assigns, officers, directors, employees, agents and attorneys, from and against any and all claims, demands, liabilities, losses, penalties and/ or damages, whether based in contract, tort, strict liability or otherwise (including, without limitation direct, consequential, special and punitive damages) and expenses (including, without limitation, costs and expenses of litigation and reasonable attorneys' fees), directly or indirectly resulting from your breach of this Agreement or your Note. The terms of this paragraph shall survive the termination of this Agreement. This provision does not alter or amend any limitation of liability provision which may have been included in your Note. You are not obligated to indemnify the Bank for any damages solely and proximately caused by the Bank's gross negligence or willful misconduct.

Governing Law

This Agreement shall be governed by and construed in accordance with the terms of the Note. Any dispute that may arise shall be resolved in accordance with the terms of the Note.

Limitation of Liability:

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE OR FITNESS FOR A PARTICULAR PURPOSE. THE BANK DOES NOT WARRANT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, FREE FROM ANY OTHER PROGRAM LIMITATIONS OR AVAILABLE AT ALL TIMES. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE OF THE SERVICE.