



### **Superior National Bank & Trust Bank-to-Bank Transfers:**

You hereby authorize Superior National Bank and our processing agents, to debit and credit entries to your eligible Superior National Bank account(s) when you instruct us to electronically transfer funds to or from your eligible Superior National Bank account(s) and other eligible account(s) held by you at another financial institution(s) or brokerage company(ies) **in the United States** ("Bank-to-Bank Transfers"). You agree to comply with any applicable state or federal law in connection with your use of the Service and the fulfillment of its obligations under this Agreement. You further acknowledge that the Automated Clearing House ("ACH") system may not be used in violation of, and that entries originated by you must comply with, the laws of the United States including sanctions laws administered by the Office of Foreign Asset Controls.

### **Money Market and Savings Accounts:**

*You are limited to six preauthorized electronic fund transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. (For information on these accounts, see our Deposit Agreement and Account Terms Disclosure). Each transfer or payment through the Online Banking Center from your savings or money market deposit account is counted as one of the six limited transfers you're permitted each statement period. We charge a fee for each transaction in excess of this limit (refer to the Superior National Fee Schedule for fees). However, payments to your Superior National Loans are not counted toward this limit for Money Market deposit accounts.*

### **Authorization:**

This authorization is to remain in full force and effect until we have received notice from you of its termination by performing one of the following:

1. Send the Bank a secure e-mail; or
2. Contact the Bank at (906) 482-0404; or
3. By signing into a secure session of the Bank's online banking system, selecting the Bank-to-Bank Transfers link, and submitting a cancellation request for the transfer within 10 business days before the date of the next scheduled transfer.

This authorization may only be revoked in this manner. When you elect to sign up for the Bank-to-Bank Transfers, you represent that you have full authorization from any other authorized signer on the eligible Bank, financial institution, or brokerage account(s) to execute this authorization on his/her/its behalf and that any other authorized signer on the eligible account(s) agrees and understands that the Bank, and any of our processing agents, are authorized to debit and credit entries to the eligible account(s) in accordance with your transfer instruction(s). For questions or errors regarding online banking transfers between your Bank accounts or Bank-to-Bank Transfers between your Superior National Bank account and a linked external account, please contact customer support at (906) 482-0404.

Not all types of accounts are eligible for **bank-to-bank transfers**. Be sure to check with your financial institution for restrictions regarding transfers amongst your retirement (401k, IRA, etc.), savings, trusts, loans, custodian, business, and corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

### **Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT OUR **BANK-TO-BANK TRANSFER SERVICE** IS PROVIDED "AS-IS" EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE **BANK-TO-BANK TRANSFER SERVICE** IS AT YOUR SOLE RISK.

You agree that the Bank shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of:

- (1) OUR ACCESS TO THE ACCOUNTS;
- (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS;
- (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS;
- (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND
- (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

### **Indemnification**

You agree to indemnify, defend and hold harmless **Superior National Bank**, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the **Bank-to-Bank transfer Service**. Our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your **Bank-to-Bank transfer** account, of any intellectual property or other right of any person or entity.

### **Suspension and Reinstatement of Bank-to-Bank Service**

In the event that we, at any time, incur a problem with your use of the Service, including without limitation a fail in Bank-to-Bank Service to debit any of your Accounts or to collect with respect to any of your funds transfers, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement. We reserve the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Superior National Bank & Trust, in its sole discretion, may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect.

**Credit Report Verification**

You authorize us to verify your identity by obtaining information about you and your credit history from a consumer reporting agency. Superior National will obtain and use your credit information only in accordance with the Fair Credit Reporting Act (“FCRA”) and other applicable law. We reserve the right to deny you access to the Bank-to-Bank Transfer Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Bank-to-Bank Transfer Service based upon our review of your consumer report, along with other relevant information. If we deny your request to use the Bank-to-Bank Transfer Service, and such decision is based in whole or in part, on a consumer report from a consumer reporting agency, Superior National will send you a Credit Denial Statement. You may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report, within a certain time period.

**Daily Limits**

Standard Daily Limits	Standard Daily Limits
INBOUND	OUTBOUND
\$2,500.00	\$2,500.00

updated 4-20-2010

