



DIRECTLINK MERCHANT SERVICES AGREEMENT

Business Information		
Business Name:		CIF #
Street Address:		Phone:
City	State	Zip

THIS DIRECTLINK MERCHANT SERVICE AGREEMENT ("Agreement") is entered into on this day of , 20 by and between Capitol Federal[®] Savings Bank ("Bank" or "Capitol Federal") and the business customer(s) listed in the table on Exhibit B, which is incorporated into this Agreement by reference. As used in this Agreement, the terms "we", "us," and "our" refer to the Bank. The terms "you" and "your" refer to the business customer(s) identified on Exhibit B, who shall also be referred to as "Customer" in this Agreement.

- 1. DirectLink Merchant Services Description.** This Agreement governs Customer's use of the Bank's commercial remote deposit capture service ("Service"). The Service includes access to the DirectLink Merchant software ("DirectLink"), which permits Customer to scan checks payable to Customer and electronically transmit scanned check images with MICR data to the Bank for deposit. Customer may also use DirectLink to approve and reject deposits that the Bank flags for review, run deposit reports, and research previous deposits.
- 2. Definitions.** As used in this Agreement, the capitalized terms in this section shall have the following meanings:
 - a. "Business Day" means each Monday through Friday, excluding holidays.
 - b. "Check Image" means an electronic image of an Original Check.
 - c. "MICR Data" means information from the magnetic ink character recognition ("MICR") printing on the bottom of a check that includes routing, transit, account, and check numbers.
 - d. "Regulation CC" means Regulation CC as adopted and amended by the Federal Reserve Board, set forth at 12 C.F.R. Part 229.
 - e. "Original Check" means the paper check used to create a Check Image for deposit through the Service.
 - f. "Substitute Check" means a paper reproduction of the Original Check created from the Check Image, which meets the definition of a substitute check under Regulation CC.
- 3. Service Providers.** The Service may be offered through one or more third parties (collectively, "Service Providers") that we have engaged to render the Service on our behalf. We may delegate to Service Providers any performance obligations or rights we have under this Agreement.
- 4. Capitol Federal Accounts.** Customer may use the service to make deposits to its Capitol Federal

account(s) identified on Exhibit A, which is incorporated into this Agreement by reference. Any such account will continue to be controlled by the agreements otherwise governing them, unless otherwise provided in this Agreement. Further, any such accounts and the use of the Service shall be subject to any terms or instructions appearing on a screen when using the Service; the Bank's procedures and policies applicable to any such account or the Service; the rules and regulations of any funds transfer system used in connection with the Service; and any applicable state and federal laws and regulations. Customer represents and warrants that each account identified on Exhibit A is established and maintained for business purposes and shall not be used for personal household, or family purposes.

5. **Affiliates.** If more than one Customer is identified above, each shall be considered an "Affiliate." For purposes of this Agreement, the term Affiliate may include third-party processors, parent companies, subsidiaries, brother/sister companies, or any other arrangement in which more than one company is controlled by a common entity or under common control with one or more entities. Affiliates shall be permitted to access and use the Service under a single Agreement, provided that each Affiliate who desires to do so signs and agrees to be bound by its terms. The Affiliates may designate a single User Administrator (defined below) on Exhibit A of this Agreement, who shall, on behalf of each entity, have the authority to carry out all of the responsibilities of the User Administrator set forth in this Agreement.
6. **Fees and Service Charges.** Customer shall pay a monthly \$40 fee for the Service. In addition, all fees and service charges that have been disclosed to Customer in connection with any account(s) listed on the Exhibit A will continue to apply. Customer authorizes the Bank to debit the account designated for payment on Exhibit A on a monthly basis for any fees and service charges due in connection with the Service, even if doing so results in an overdraft in the account.
7. **Accessing the Service.** Customer may access the Service directly through the Bank's website, www.capfed.com ("Website"), or through the Bank's online account access platform known as True Blue Online® Business ("TBO Business"). TBO Business is governed by the True Blue Online® Business Terms and Conditions (the "TBO Business Terms and Conditions"). If Customer accesses the Service through TBO Business, this Agreement and the TBO Business Terms and Conditions together shall govern Customer's use of the Service. If there is a conflict between this Agreement and the TBO Business Terms and Conditions, this Agreement shall govern to the extent that it applies specifically to the Service.
8. **Hardware and Software Requirements.** To use the Service you must have the required hardware and software, including browser software that meets the Bank's authorized security level. Your use of the Service is dependent on Internet connectivity, and you are responsible for trouble shooting Internet connectivity issues.

You agree that you will not send us any viruses, worms, malware, or similar malicious programs or engage in any activity which may have a harmful effect on the Website or TBO Business, such as launching a "denial of service" attack. You are solely responsible for maintaining and ensuring the security of all computers, systems, networks and Internet access used to access the Service. You will: (i) ensure that your Internet connection is secured with a firewall configured to commercially reasonable standards; (ii) ensure that all computers and devices that access the

Service (and all computers connected to the same Local Area network (LAN) as those computers) are protected against viruses, worms, malware or similar malicious programs; and (iii) immediately notify us if you have knowledge or suspect that your computers that access the Service (or computers connected to the same LAN as those computers) have been infected with any virus, worm, malware or similar malicious program.

Customer is solely responsible for providing and maintaining a scanner approved for use in connection with the Service, including regular cleaning and replacement of the ink cartridge, and the Bank shall have no liability for any scanner technical difficulties, malfunction, or failure or any loss, liability, or damage incurred by Customer in connection with such technical difficulties, malfunction, or failure. The Bank will separately provide a list of approved scanners, which it shall have the right to change from time to time. You will be required to install and update, as necessary, device drivers on your computers and devices that access the Service to facilitate communication between your scanner and DirectLink.

9. Availability of the Service. We will use reasonable efforts to make the Service available; however, the Service may be unavailable from time to time for maintenance or other reasons. If the Service is unavailable for any reason, you may make a deposit by bringing a paper check into any Capitol Federal Savings Bank branch or mailing it to us at 700 S. Kansas Ave., Topeka, KS 66603. You may also deposit your check through one of the night drop boxes available at any traditional Capitol Federal Savings Bank branch or deposit the item through any Capitol Federal Savings Bank ATM. We make no representations or warranties about the availability of the Service.
10. Unauthorized Use of the Service. Customer shall notify the Bank immediately of any actual or suspected unauthorized use of the Service by Customer, an employee of Customer, or any other person, or if it knows or suspects any login credentials used to access the Service have been lost, misused, or stolen. In such an event, call us during regular business hours at 1-888-8CAPFED (1-888-822-7333), send us a message through TBO Business Contact Us, visit any of our branch locations, or write us at 700 S. Kansas Avenue, Topeka, KS 66603.
11. Presentment. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or a Substitute Check or by using any other manner of presentment allowed by law. The manner in which the Check Image or Substitute Check is presented for payment, cleared, and collected shall be determined by us, in our sole discretion. All Check Images you deposit through the Service will be considered "items" under the Uniform Commercial Code, as if they were the original paper items. In the event the item you submitted for deposit is returned unpaid, you will receive a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.
12. Items Eligible for Deposit. We may, in our sole discretion, decline to accept any Check Image you submit for deposit through the Service. Generally, only a check that is a negotiable demand draft drawn on or payable through or at an office of a United States bank is eligible for deposit as a Check Image through the Service. We may, in our sole discretion, reject any item you attempt to deposit through the Service, including but not limited to the following: checks drawn

on banks located outside the U.S.; traveler's checks; checks payable in a currency other than U.S. currency; savings bonds; promissory notes; checks payable to a person other than you (even if the check is endorsed over to you); fraudulent checks or checks you should have known were fraudulent; stale checks (more than 6 months old); checks that have been previously deposited with us or at another financial institution; substitute checks (as defined in Regulation CC); remotely created checks (as defined in Regulation CC); or checks containing alterations of any kind. We may notify you of a rejected deposit, but we will not return the image of the item you attempted to deposit.

13. Endorsement. DirectLink will provide a virtual endorsement on all Check Images submitted for deposit through the Service. Customer must also endorse all Original Checks in the following manner: "Capitol Federal Remote Deposit Only, <Customer Name> <Account Number> <Date>" ("Restrictive Endorsement"). Customer's failure to provide the Restrictive Endorsement on an Original Check exposes the Bank to liability. If Customer fails to provide the Restrictive Endorsement on an Original Check, Customer shall indemnify and hold the Bank harmless from any loss, claim, or expense, including attorneys' fees, arising out of or related to such failure.
14. Limits on Use of the Service. We may impose limits on the amount or number of deposits you make through the Service and, in our sole discretion, we may refuse to permit you to make deposits to certain accounts.
15. Technical Requirements and Accuracy of Images.
 - a. Customer is responsible for learning to use the Service and training its employees who are authorized to use the Service. The Bank shall not be liable for any errors that arise out of or result from your failure to follow our guidelines or requirements for submitting a Check Image for deposit.
 - b. You are solely responsible for accurately capturing a clear and complete image of each Original Check, including MICR Data. If your scanner produces Check Images that we determine are not of acceptable quality, we may, in our sole discretion, reject your deposit; however, we have no obligation to inspect the Check Images you submit for deposit. You shall inspect each Check Image to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check, and the MICR Data. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit. We shall not be liable for any failure to accept or process a deposit of a Check Image for which you have not provided us (1) full and correct information from the Original Check, (2) an accurate and legible Check Image of the Original Check, or (3) a Check Image that complies with our formatting standards and other guidelines we may make available to you.
16. The Bank's Receipt of Check Images.
 - a. A Check Image transmitted for deposit using the Service is received when the entire transmission in which the Check Image is contained is received and approved by us. Any transmission of a Check Image for deposit made on a non-Business Day or after 7:00 p.m. Central Time on a Business Day will be deemed to be received by us the next Business Day.
 - b. We shall not be liable for Check Images we do not receive for any reason, including

because of a transmission error. We will send an email confirmation once we receive a Check Image from you. Even after we confirm receipt, however, we may, in our sole discretion, reject the Check Image for any reason. Any confirmation or notification from us that a Check Image was received or approved does not mean that the Check Image deposited has cleared the paying financial institution.

17. Customer's Representations and Warranties. Each time you submit a Check Image to us for deposit through the Service, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the Original Check and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement, or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check. In addition, you also make the following specific representations and warranties each time you submit a Check Image to us for deposit through the Service:

- a. All information you have provided to us is accurate and complete.
- b. The Check Image is a complete and accurate representation of the front and back of a check that is eligible for deposit under this Agreement and includes the MICR Data.
- c. The Check Image satisfies our image quality standards, as we may establish them from time to time, and any image quality standards established by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse, or association involved in the regulation or oversight of remote deposits.
- d. The Original Check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated, or used to create another image or electronic fund transfer.
- e. Neither the Original Check nor any duplicates of the Original Check will be presented for payment again unless authorized by us.
- f. No person will receive a transfer, presentment of, return of, or otherwise be charged for the Original Check, the Check Image, a Substitute Check, or a paper or electronic representation of the Original Check or a Substitute Check such that that person will be asked to make a payment based on a check that it has already paid.
- g. No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image (including us, a collecting or returning bank, drawer, drawee, payee or endorser) shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the Original Check.
- h. You are entitled to enforce the Original Check, all signatures on the Original Check are authentic and authorized, the Original Check has not been altered or forged, the Original Check is not subject to a defense or claim in recoupment of any party that can be asserted against you, and you have no knowledge of any insolvency proceeding against the drawer.
- i. You are acting in compliance with this Agreement, your relevant deposit account agreement, and all applicable laws and regulations.

18. Retention of Original Check. You warrant that you will retain the Original Check for a minimum of 60 days following notice of our approval and store it securely, using precautions at least as secure as you would use to protect blank checks. You must make the Original Check available to us upon our request during the 60-day period. If you fail to produce the original check upon our request during the 60-day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn,

and to pay any associated fees. At the expiration of the 60-day period, you must securely destroy the Original Check. If Customer retains an Original Check past 60 days, Customer shall store the Original Check securely until it can be destroyed.

19. Funds Availability. Funds submitted to the Bank for deposit through the Service are subject to the Bank's funds availability policy, which is set forth in the agreements governing Customer's accounts listed on Exhibit A.
20. Use of the Service for Customer's Internal Use Only. Customer agrees not to use the Service for any purpose other than its own internal use.
21. Customer's Disaster Recovery Procedures. You agree to implement disaster recovery procedures that will permit you continue to make deposits in the event of any equipment, telecommunication, electrical, or other outage.
22. Audits, Inspections, and Additional Information. The Bank reserves the right to audit your use of the Service and your security practices, and may require you to implement reasonable and necessary controls in order to continue to use the Service. We further reserve the right to inspect your facilities, secure check storage, and any scanner used in connection with the Service, both before providing the Service and at any time during the term of this Agreement. Customer shall, at the Bank's direction, conduct an annual self-assessment in connection with its use of the Service and shall further provide any additional information or documentation and execute any additional documents reasonably requested by the Bank in connection with the Service.
23. Security Procedures.
 - a. If Customer accesses and uses the Service through TBO Business, the provisions of the TBO Business Terms and Conditions governing login credentials, user IDs, passwords, authentication methods, and any other security procedures shall apply the Customer's access and use of the Service.
 - b. If Customer accesses and uses the Service through the Website, the following provisions shall apply to Customer's access and use of the Service:
 - i. User Administrator. Customer shall designate a "User Administrator" on Exhibit A to this Agreement. The Bank will provide login credentials and a temporary password to the User Administrator. The User Administrator shall be authorized to act on Customer's behalf with respect to the Service, including granting authority to others who will access and use the Service on Customer's behalf ("Authorized Users").
 - ii. Authorized Users. The User Administrator may create and configure Authorized Users with separate unique login credentials and passwords who shall be authorized to use and access the Service on behalf of Customer. The User Administrator will create a user ID and temporary password for each Authorized User. Each Authorized User can be assigned different levels of access and authority within the Service. The User Administrator shall be solely responsible for setting up Authorized Users and for granting appropriate access rights and authority.
 - iii. Multifactor Authentication. The Service uses multi-factor authentication to provide additional security for the User Administrator and any Authorized Users

logging onto the Website. Upon initial login, the User Administrator and any Authorized Users may be required to set up security questions and provide a phone number for "Out-of-Band Authentication." Out-of-Band Authentication allows a user to authenticate his/her identity through the use of a one-time security code we will send via either an automated voice call or a text message. Customer is responsible for providing a current phone number(s) to the Bank to use Out-of-Band Authentication and by so providing Customer expressly consents to our contacting its User Administrator and any Authorized User via automated voice call or text message for this purpose. We shall have no obligation to audit, check or verify any phone number before attempting to use this method of authentication. We do not charge a fee to send Out-of-Band Authentication messages, but message or data charges or rates may be imposed by the wireless carrier, for which Customer (or User Administrator or Authorized User, as the case may be) shall be solely responsible. Failed Advanced Login Authentication may result in access to the Service being denied. We reserve the right to discontinue use of Out-of-Band Authentication at any time.

- iv. Login credentials and passwords assigned to the User Administrator or any Authorized User are unique, personal and confidential and shall be used to authenticate and validate directions to the Bank. Any access to or use of the Service using the User Administrator's or any Authorized User's login credentials and password will be deemed authorized by Customer. Customer acknowledges and agrees that the use of login credentials and passwords in connection with the Service is a security method intended to identify the User Administrator and any Authorized Users and provide a commercially reasonable degree of protection in light of Customer's particular needs and circumstances. Customer is responsible for the safekeeping of all login credentials and passwords and shall be solely responsible for ensuring User Administrator and any Authorized User do not disclose such information to any unauthorized person and take reasonable precautions to prevent others from accessing such information. We will require the User Administrator and any Authorized Users to change their passwords from time to time to enhance security. We strongly recommend any password be changed if there is reason to believe the password may have been compromised, including, without limitation, each time a previously Authorized User changes job functions or leaves employment. Customer, however, acknowledges and agrees that the security, integrity, and privacy of any and all information and transactions exchanged or processed through the Service cannot be guaranteed. Customer further acknowledges that we are not responsible for the failure of the User Administrator or any Authorized User to safeguard the privacy of his/her password. At a minimum, the User Administrator and Authorized Users will be required to change their Passwords the first time they use the Service and when it has been 90 days or more since they last changed their passwords. Passwords may not be reused.

- v. You will immediately report to us any loss or theft of the User Administrator's or

any Authorized User's login credentials or password.

24. Limitation of Liability and Exclusion of Certain Damages. Our liability to Customer is explained in the agreements, notices, and disclosures we provide to it from time to time regarding the accounts identified on Exhibit A and, if applicable, TBO Business. This Section explains our liability to Customer only to the extent that our liability has not already been disclosed by any other agreement, notice, or disclosure. Under no circumstances will we have any liability to Customer for failing to provide access to the Service or for any delays, interruptions, or disruptions in service under this Agreement or for any losses or damages it may suffer as a result thereof. Further, we shall have no liability for any losses Customer incurs due to its permitting any person who is not authorized by Customer to access the Service on Customer's behalf ("Unauthorized Person") or the misuse of the Service by any person authorized by Customer to access the Service on Customer's behalf ("Authorized Person") or any Unauthorized Person. Neither shall we have any liability for any losses Customer incurs arising out of or related to any actions we take or omit to take in good faith in reliance upon instructions from any Authorized Person or Unauthorized Person. Additionally, we shall have no liability arising out of or related to the use of any hardware, third-party software, or wireless or other telecommunications network Customer may use to access the Service or otherwise use in connection with the Service. Customer is solely responsible for the installation, maintenance, operation, and any required upgrades to its computers or other devices and any third-party software it uses to access the Service or otherwise uses in connection with the Service. We will not be liable for any errors or failures arising out of or related to any malfunction or other failure of such computer, device, or software, nor will we be liable for any computer virus or other malicious program, communications or network error, or similar problems that may be associated with Customer's use of such computers, devices, or software or of the Service.

Unless otherwise required by applicable law, we will only be responsible for performing the Service as expressly stated in this Agreement, and will only be liable for material losses resulting from, arising out of, or incurred in connection with your use of the Service to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Service. Unless otherwise required by law, our liability under this Agreement shall not exceed an amount equal to the fees incurred by Customer for the Service during the preceding twelve month period, or if the Services have been used for less than twelve months, our liability shall not exceed an amount equal to the fees incurred by Customer for the Service during such period.

IN ANY ACTION ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR ANY INDIRECT LOSS OR DAMAGES, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. THE LIMITATIONS AND EXCLUSIONS DESCRIBED IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY KIND, NATURE AND DESCRIPTION WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, GROSS NEGLIGENCE OR OTHER TORT, AND WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND ALL OF CUSTOMER'S BUSINESS WITH US.

25. Indemnification

- a. Generally. Except to the extent required by applicable law, in no event will we be liable for any claim against Customer or any Authorized Person by a third party, and Customer agrees to indemnify and hold us, our directors, officers, employees, agents, and Service Providers (“Indemnified Parties”) harmless from any third party claims for costs, damages, expenses (including reasonable attorney fees and costs), or liabilities (“Claims”) arising out of or in connection with its use of the Service, whether alone or in combination with any other product or service. Without limiting the foregoing, Customer acknowledges and agrees to assume the entire risk of and liability for corruption of any other software or malfunction of its computers or other devices used in connection with the Service and agrees to indemnify and hold the Indemnified Parties harmless from any Claim arising out of your failure to comply with the provisions of Sections 8 and 23 of this Agreement. Customer further agrees to indemnify and hold the Indemnified Parties harmless from any and all Claims arising out of or in any way connected with the breach of this Agreement or the use, misuse, or inability to use the Service by Customer or any Authorized Person. Customer further agrees that we shall not be liable for and to indemnify and hold the Indemnified Parties harmless from any and all Claims arising out of or in any way connected with any actions we take or omit to take in good faith in reliance upon instructions from Customer or any Authorized Person. Customer also agrees to hold the Indemnified Parties harmless for failing to act on your instructions as permitted under this Agreement or when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.
- b. Check Images. With respect to your use of the Service and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to this Agreement and other agreements with us, you shall indemnify and hold the Indemnified Parties harmless from and against any and all claims, demands, damages, losses, liabilities, penalties, and expenses including, without limitation, reasonable attorney fees and court costs arising directly or indirectly from or relating to your use of the Service or your breach of the representations, warranties or covenants set forth in this Agreement, including, without limitation, any such claims, demands, damages, losses, liabilities, penalties, and expenses including, without limitation, reasonable attorney fees and court costs relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check; (b) the fact that we accepted and processed a Check Image on your behalf; (c) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the Original Check; (d) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the Original Check or any Check Image or Substitute Check derived from the Original Check; or (e) our inability to qualify as a holder in due course of the Original Check or the Check Image under the Uniform Commercial Code.

26. Disclaimer. THE SERVICE IS PROVIDED TO YOU ON AN “AS IS” AND “AS-AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BANK DOES NOT WARRANT CONTINUOUS, UNINTERRUPTED, ERROR-FREE, OR SECURE ACCESS TO THE SERVICE, WHICH MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE BANK’S CONTROL.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF THE SERVICE SHALL BE FOR THE BANK TO USE COMMERCIALY REASONABLY EFFORTS TO PERFORM AN ADJUSTMENT TO ANY IMPACTED ACCOUNT, AS DETERMINED APPROPRIATE IN THE BANK'S SOLE DISCRETION, OR REPAIR OF THE SERVICE. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PERFORMANCE OR LEGAL OR REGULATORY COMPLIANCE OF ANY COMPUTER HARDWARE OR SOFTWARE SUPPLIED BY THIRD PARTIES AND USED BY CUSTOMER IN CONJUNCTION WITH THE SERVICE.

27. Intellectual Property. Customer shall not acquire any right, title, or interest in or to Capitol Federal's or its Service Providers' intellectual property rights. Customer agrees that it will not make or permit another to make any alteration to the Service or remove any tags, proprietary or copyright notices, labels, or other identifying marks placed by Capitol Federal or its Service Providers on the Website or TBO Business that are in any way related to the Service. All marks and logos related to the Service are the sole property of us or our Service Providers. Unless otherwise allowed by law, you may not use any such intellectual property without our or our Service Providers' express written consent.
28. Notices. Unless otherwise provided in this Agreement, all notices permitted or required to be given under this Agreement shall be in writing. Any notice to the Bank shall be addressed to:

Capitol Federal® Savings Bank
Attn: Electronic Banking Services
700 S Kansas Ave
Topeka KS 66603

The Bank shall have a reasonable period of time to act on any notice Customer sends to the Bank. Any notice to Customer may be sent to Customer's mailing address or email address on the Bank's records. Notice we send you is effective when sent to the last mailing address or email address you have provided to the Bank. If we send you electronic notice, then we do not need to send you duplicate notice by mail. Notice of any amendment to this Agreement by the Bank, as provided in Section 30 below, may be given by posting such notice on our Website.

29. Contact and Account Information. It is Customer's sole responsibility to ensure that its contact information for the Services, including without limitation name, address, phone numbers, and email addresses, is current and accurate. Customer is also responsible for providing us with any changes regarding the account(s) it uses in connection with the Service. Such information can be updated on TBO Business or by contacting us by (1) sending us a TBO Business Contact Us message; (2) calling us at 1-888-8CAPFED (1-888-822-7333); or (3) writing us at 700 S. Kansas Ave., Topeka, KS 66603. We are not responsible for any payment, transaction, processing, or other errors that occur as a result of Customer's failure to provide current and accurate contact or account information.
30. Amendments. Unless otherwise required by law, we may, change, update, or discontinue the Service without advance notice to you. We may also amend the terms of this Agreement and any related fees and charges, or add new terms, fees, and charges, from time to time and at any time without advance notice to you unless required by law. Your continued use of the Service following any such alteration or addition shall constitute your consent. Customer may amend

Exhibit A of this Agreement at any time; provided, however, that any such amendment will not be effective until presented in writing to and acted upon by the Bank.

31. Termination, Suspension, and Cancellation. Unless otherwise required by law, the Bank may terminate or suspend Customer's access to the Service at any time without notice to Customer. The Bank may reinstate such access in its sole discretion. Customer may cancel its access to the Service at any time by sending us a message through TBO Business Contact Us; calling 1-888-8CAPFED (1-888-822-7333) or, for hearing disabled customers, TTY service 785-270-6181; or writing Capitol Federal Savings Bank, 700 S. Kansas Avenue, Topeka, KS 66603. The Bank shall have a reasonable time to process any cancellation request. The termination, suspension, or cancellation of Customer's access to the Service will not close any account identified on Exhibit A. Any termination, suspension, or cancellation shall not affect the Bank's rights or Customer's obligations prior to such termination, suspension, or cancellation, including Customer's payment obligation for services provided prior to termination, suspension, or cancellation.
32. Governing Law and Venue. Except to the extent federal law controls, this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of law provisions. If any terms of this Agreement are found to be in violation of, or restricted by, applicable laws, those terms will be construed to conform to such law, but the rest of this Agreement will not be affected by such laws, and will remain in full force and effect. Customer agrees that any claim or dispute arising out of or related to this Agreement must be brought in a court of competent jurisdiction located in Topeka, Shawnee County, Kansas. Customer further agrees to submit to the personal jurisdiction of such a court for the purpose of litigating all such claims or disputes.
33. JURY TRIAL WAIVER. CUSTOMER AND BANK EACH ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND EXPRESSLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE SERVICE.
34. Limitation on Time to Sue. Any action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your access of and use of the Service must be commenced within one year after the cause of action accrues.
35. Assignment. You may not assign this Agreement or any of your rights and obligations under it to any other person. We may assign this Agreement and our interest in it to any third party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Service Providers or other third parties. This Agreement is binding upon, and inures to the benefit of, the parties and any permitted successors or assigns.
36. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes any prior oral or written agreement. If there is a conflict between this Agreement and a statement made by us or a Service Provider, the terms of this Agreement shall prevail.

37. No Waiver. We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by one of our authorized representatives. No course of dealing, delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver by us of such rights or remedies or any other right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
38. Survival. The provisions of this Agreement regarding indemnification, limitations on liability, disclaimers, and governing law shall survive the termination of this Agreement.
39. Headings. Provision headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
40. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.
41. Authority to Sign. Customer represents and warrants that the execution of this use of the Service has been duly authorized and that the person signing this Agreement has full power and authority to do so.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURES FOLLOW ON NEXT PAGE(S).

IN WITNESS WHEREOF, the parties cause this Agreement to be executed and delivered by their duly authorized representatives as of the date and year first set forth above.

Capitol Federal® Savings Bank

Signature of Authorized Officer

Print Name and Title

Customer

Business Name	Authorized Officer Name	Authorized Officer Title	Signature

Exhibit A
DIRECTLINK MERCHANT SET UP INFORMATION

User Administrator (Individual authorized to set up and manage all other users)		
Employee Name		Title
Direct Phone	Mobile Phone	Work Email
I understand that I am duly authorized and empowered to act on behalf of the business customer(s) named in this Agreement. By signing below, I understand that I will receive an Administrator User ID and temporary password that I will change after my first logon. The Administrator User ID will enable me to establish and maintain DirectLink users for the business and its affiliates. If performing capture functions, I will receive a secondary user ID and temporary password that will be used for all other non-Administrator functions.		
Signature		Date

Will Administrator perform capture functions? Yes No
 (if yes, secondary user ID and temporary password will be established for scanning functions)

Email Notification (leave blank if same as Administrator email) | _____

Enable TBO Business Single Signon Yes No

Billing Account | _____

Enable Merchant Deposit Review Yes No

By selecting yes, deposits that meet Bank defined review requirements will be available for review from the Approvals page on the Website prior to deposit submission. Authorized Users with appropriate permissions can search for deposits, review items in the deposits, and approve or reject deposits.

Account Numbers (list accounts for deposit of scanned checks)		
Account Number	Email (for notifications)	Account Name (as it will appear in the Service)

Locations (list if scanner locations and name as it will appear in the Service)		
Location Address	Contact Information	Location Name/Scanner (as it will appear in the Service)
Address1 Address2 City State Zip	Name Phone Email	Location Name Scanner