



## Truist Online and Mobile Banking for Business Service Agreement

### Effective as of 10/01/2023

#### Table of Contents

1. Introduction.....	5
2. Definitions.....	5
3. Security.....	6
(a) User ID and Password .....	6
(b) Authentication .....	7
(c) Security Procedures.....	7
(d) Confidentiality and Security of Security Procedures .....	8
(e) Limitation of Liability Related to Access Credentials and Unauthorized Transactions.....	8
(f) Computer Security .....	8
(g) Mobile Banking Security.....	8
(h) Transaction Validation.....	9
(i) Other Security Measures .....	9
4. Bill Pay Service.....	9
(a) Terms and Conditions of the Bill Pay Service .....	9
(b) Bill Pay Service Definitions.....	9
(c) Bill Pay Service Guarantee .....	10
(d) Bill Payment Scheduling .....	10
(e) Expedited Payment .....	11
(f) Payment Authorization and Remittance .....	11
(g) Payment Methods and Amounts .....	12
(h) Payment Cancellation Requests .....	12
(i) Stop Payment Requests .....	12
(j) Prohibited Payments .....	12
(k) Exception Payments .....	13
(l) Bill Delivery and Presentment .....	13
(m) Exclusions of Warranties for Bill Pay Service .....	14
(n) Service Fees .....	14
(o) Failed or Returned Transactions.....	14
(p) Alterations and Amendments .....	15
(q) Biller Limitations .....	15
(r) Returned Payments .....	15
(s) Information Authorization .....	15
(t) Credit Information.....	15
(u) Notices to You.....	16

(v) Text Messages, Calls and/or Emails to You .....	16
(w) Receipts and Transaction History .....	16
(x) Taxes .....	16
(y) Your Privacy and Privacy of Others .....	16
(z) Disclosure of Account Information to Third Parties .....	16
(aa) Bill Discovery .....	16
(bb) Bill Pay Service Termination or Suspension .....	17
(cc) Acceptable Use .....	17
5. Internal Funds Transfers, Payments to a Truist Account, and Advances from a Truist Account.....	17
(a) Daily Processing Deadlines and Limits .....	17
(b) Payment, Advance or Internal Funds Transfer Authorization and Remittance .....	18
(c) Failed or Returned Transactions.....	18
(d) Funds Transfer/Payments Cancellation Requests .....	18
(e) Withdrawal Transaction Limitations .....	18
6. Funding Obligations.....	19
7. Personal and Affiliate Business Account Linking.....	19
8. Representations and Warranties Related to Trust Accounts, Political Organizations, and ERISA .....	19
9. Electronic Fund Transfer Agreement & Disclosures Applicable to Consumer Accounts Only .....	19
(a) Electronic Fund Transfers .....	20
(b) Access Devices .....	20
(c) Applicable Agreements .....	20
(d) Overlimits and Overdrafts .....	20
(e) Cancelling Your Access Device .....	20
(f) Unauthorized Transfers & Your Liability .....	21
(g) Telephone Number and Address to Be Notified in Event of Unauthorized Transfer .....	21
(h) Business Days .....	21
(i) Types of Available Transfers and Limits on Transfers .....	21
(j) Customizing Your Access Device Limits and Transactions .....	22
(k) Charges for Transfers or Right to Make Transfers.....	22
(l) Third Party Money Services Transactions .....	22
(m) Documentation of Transfers.....	22
(n) Preauthorized Transfers/Payments.....	22
(o) Bank's Liability for Failure to Make Transfers .....	23
(p) Confidentiality.....	24
(q) Miscellaneous .....	24
10. Liability Provisions Applicable to Non-Consumer Accounts .....	24
(a) Fraud and Unauthorized Transactions .....	24
(b) Duty to Safeguard Account .....	24
(c) Duty to Review Account Statement.....	25
(d) Duty of Care .....	25
(e) Limitation to File Claim .....	25
(f) Duty to Cooperate .....	25

(g) Duty of Insurance .....	26
(h) Limitation of Liability .....	26
(i) Facsimile Signature.....	26
(j) Bookkeepers .....	26
(k) Commercial Funds Transfers.....	26
(l) Telephone Number and Address to Be Notified in Event of Unauthorized Transfers or Errors .....	27
11. Send money with ZELLE® .....	27
(a) Description of Zelle Services.....	27
(b) Eligibility and User Profile .....	28
(c) Consent to Share Personal Information (Including Account Information) .....	29
(d) Privacy and Information Security .....	29
(e) Wireless Operator Data.....	29
(f) Enrolling in the Service .....	29
(g) Consent to Emails and Automated Text Messages .....	30
(h) Receiving Money; Money Transfers by Network Banks.....	30
(i) Sending Money; Debits by Network Banks .....	30
(j) Liability .....	31
(k) Send Limits .....	31
(l) Requesting Money .....	31
(m) Transaction Errors.....	32
(n) Your Liability for Unauthorized Zelle Transfers .....	32
(o) Liability for Failure to Complete Zelle Transfers.....	32
(p) Fees .....	33
(q) Use of Our Site.....	33
(r) Right to Terminate Access .....	33
(s) Disclaimer of Warranties .....	33
(t) Limitation of Liability .....	34
(u) Indemnification .....	34
(v) Governing Law; Choice of Law; Severability.....	34
(w) Miscellaneous .....	34
12. Mobile Check Deposit .....	34
13. Truist Text Program Agreement .....	37
(a) Truist Text Program.....	37
(b) Disclaimer of Warranty and Limitation of Liability .....	38
(c) General .....	39
14. Additional Services .....	40
(a) Online Statement and Document Delivery Service (“Delivery Service”) .....	40
(b) Check and Deposit Images .....	41
(c) Balance Inquiries.....	41
(d) ACH Transfer Service .....	41
(e) Wire Transfer Service .....	44
(f) Download Services .....	47

(g) Direct Connect for QuickBooks® and Quicken®.....	47
(h) Deals .....	48
(i) Planning & Aggregation Services.....	51
(j) Commercial Loan Dashboard .....	52
(k) Multiple User Access.....	53
(l) Other Services .....	54
15. Disclaimer of Warranty; Exclusion of Damages .....	54
(a) Disclaimer of Warranty.....	54
(b) Exclusion of Damages.....	54
16. Privacy and Security.....	54
(a) User Information.....	54
(b) Account Information .....	55
17. Termination.....	55
18. Fees.....	55
19. General.....	56
(a) Entire Agreement .....	56
(b) Waivers .....	56
(c) Assignment .....	56
(d) Governing Law .....	56
(e) Compliance with Applicable Laws.....	56
(f) Amendments .....	56
(g) Severability.....	56
(h) Service Hours.....	56
(i) Business Days .....	56
(j) Service Notifications.....	57
(k) Confidentiality.....	57
(l) Access to Other Products and Services.....	57
(m) Mutual Arbitration Agreement .....	57
(n) Jury Trial Waiver .....	61
(o) Litigation Class Action Waiver.....	61

## 1. Introduction

This Truist Online and Mobile Banking for Business Service Agreement (the "Agreement") governs the use of the Online and Mobile Banking service (the "Service"). By subscribing to the Service or using the Service, you agree to the terms of this Agreement, and any use of the Service through valid authentication is subject to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest you print a copy of this Agreement. All terms of your account agreements (as defined herein) are incorporated into this Agreement.

PLEASE NOTE THERE IS A MUTUAL ARBITRATION AGREEMENT BEGINNING ON PAGE 57 OF THIS AGREEMENT. PLEASE READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

You may use an electronic device to access the Service through Truist.com or personal financial management software, which you must purchase from the software manufacturer or a retailer of your choice. Your use of the personal financial management software is governed by the software license agreements included with each software application. You must agree to the terms and conditions of the software license agreements during the installation of the personal financial management software on your electronic device. You are responsible for the correct set-up and installation of the personal financial management software. We suggest you print a copy of the software license agreements included with the personal financial management software.

Mobile Banking Licensing Terms for Users of Third-Party Software. If you access the mobile banking service through software downloaded to or pre-loaded on your wireless device (software), you agree to the following licensing terms (terms):

Truist and the third-party software providers reserve all rights to the copyrighted software not expressly granted herein. You may use the software solely for accessing the mobile banking service subject to the terms. You may not do any of the following to the software: (i) modify, revise or create any derivative works; (ii) decompile, reverse engineer or otherwise attempt to derive the source code; (iii) redistribute, sell, rent, lease, sublicense or otherwise transfer rights; or remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright. Neither the software licensor nor the wireless network provider is responsible for any of the materials, information and financial products or services made available to you through the software.

You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.

## 2. Definitions

The following definitions apply to this Agreement:

- "Account(s)" refers to your eligible checking, savings, brokerage, investment advisory, trust, investment management, escrow, custodial, individual retirement account, insurance policy or annuity contract, mutual fund, certificate of deposit, money market, loan, line of credit, credit card, prepaid card account or mortgage account you have with Truist and its affiliates, including Truist Investment Services. Some of your accounts may not be eligible for certain transactions using the Service.
- "Account agreement(s)" means any account agreement, such as the [Bank Services Agreement](#) (for consumer accounts), the [Commercial Bank Services Agreement](#) (for business accounts), brokerage, investment management, escrow, custodial, or other applicable agreement, as amended from time to time, relating to an account or other relationship you have with us and all related disclosures associated with such agreements, including but not limited to, sweep feature disclosures and investment manager disclosure brochures.
- "Administrator" means an individual who is granted access to create additional users by the Business Profile Owner. The Administrator can be granted Full Access (see "Full Access Administrator") or their access can be customized by the Business Profile Owner to only include specific accounts and functions ("Custom Access Administrator").
- "Applicable law" means, as to any person or entity, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental or self-regulatory authority, which is applicable to and binding upon such person or entity, including without limitation, the laws, regulations and orders

administered by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the Consumer Financial Protection Bureau (CFPB), the Financial Regulatory Authority (FINRA), Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).

- “Business Combined profile” means a business profile for which the Business Profile Owner has associated personal account(s) owned by the Business Profile Owner with the business account(s) that are setup on the Service. This allows entitled users to toggle between business and personal accounts in the Service.
- “Business Profile Owner” means the individual who sets up the company profile based on their associated business account or debit card. This person must be listed as a Designated Representative on Truist’s Resolution for Deposit Account form for the first account of the business entity added to the Service. While there can be multiple Designated Representatives on a business entity’s Resolution for Deposit Account form, the first one to set up the company profile in Online Banking is the Business Profile Owner. There is only one Business Profile Owner for the company.
- “Full Access Administrator” (Full Access Admin) means an individual who is granted full access to all accounts on the profile by the Business Profile Owner. The Full Access Admin can access information including statements, tax forms, notices, and inserts in documents and can create users and grant users access to any accounts on the profile that are eligible to be accessed by additional users. This access includes personal accounts if the profile is a Business Combined profile.
- “Mobile banking” means the portion of the Service accessed through an application (the “app”) downloaded to your mobile device. The app allows you to perform various functions including viewing account balances and transaction information, initiating transactions and bill payments, and transferring funds, and other Services.
- “Non-Truist account(s)” means your accounts at another financial institution.
- “Online banking” means the Internet application portion of the Service accessed via a web browser regardless of device type.
- “Personal financial management software” means the computer program through which you may access the service. See [truist.com](https://www.truist.com) for currently supported programs and versions.
- “Service(s)” refers to collectively, any or all of online banking services, described in this agreement, which allows you to electronically access account and transaction information, transfer funds, originate transactions, pay bills, and otherwise interact with you on your Accounts on an electronic device.
- “Software license agreement(s)” means the software license agreements governing your use of the personal financial management software.
- “Truist” or “Bank” refers to Truist Bank and its affiliates.
- “User” means an individual who is granted access to accounts as specified by the Business Profile Owner or Administrator. A User cannot create additional users.
- “We”, “Us”, or “Our” refers to Truist and any agent, independent contractor, designee or assignee Truist may, in its sole discretion, involve in the provision of the Service. Although not capitalized throughout this Agreement, any reference to ‘we’, ‘us’ or ‘our’ below invokes this definition.
- “You”, “Your”, or “Client” refers to any company using the Service, including the Business Profile Owner and any additional users who have been granted access permissions to the online banking service. Although not capitalized throughout this Agreement, any reference to ‘you’ or ‘your’ below invokes this definition.

### 3. Security

#### (a) User ID and Password

You will be asked to choose your personal user ID and Password in accordance with the requirements and limitations of the [Online Security Measures](#). You authorize us to follow any instructions entered through the Service using a user ID and Password associated with your profile. You agree not to give or make available your user ID and Password to any person. Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made. We may ask you to change your user ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene

or threatening when defining your user ID or any other personalization of your account(s).

It is possible you may access your user ID and Password within the Service through biometric identification settings on your device, including but not limited to, fingerprint recognition, face recognition, iris recognition, voice recognition under various trade names, including but not limited to, Touch ID or Face ID or Fingerprint (collectively any biometric access to your user ID or Password through biometric or similar access from your device are hereinafter referred to as "Biometric Access").

Truist does not provide any Biometric Access technology and does not save biometric information in the Service or access any biometric information on the access device. Biometric Access must be enabled on the device in order to enable it for online banking, and Truist may limit use of Biometric Access to accessing your user ID and Password in certain circumstances, but you are solely responsible for the access device security and use of user ID and Password.

You acknowledge and agree that anyone with Biometric Access to the access device, even if unknown to you, will have authority to access your accounts and will be authorized to initiate transactions through the Service.

TRUIST ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRIC ACCESS BELONGS TO INDIVIDUALS WITH AUTHORITY TO INITIATE TRANSACTIONS ON ACCOUNTS ACCESSED THROUGH THE SERVICE. BY AGREEING BELOW, TRUIST RELIES ON YOUR REPRESENTATION THAT ANYONE WITH BIOMETRIC ACCESS IS AUTHORIZED TO VIEW INFORMATION AND TRANSACT ON THE ACCOUNTS ACCESSED THROUGH THE SERVICE.

(b) Authentication

In addition to your user ID and Password and information you provide to us, you will be presented with authentication question choices and prompted for responses when you initially access the Service. You may be asked to update these questions and responses, and may be presented with these questions when you access the Service and/or make certain transactions using the Service. In addition, we may require you to use one or more types of authentication tokens or codes to verify your identity and the device you use to access the Service, or to verify a specific transaction. Truist may use information on file with your wireless provider to further verify your identity and to protect against or attempt to prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Truist with your wireless operator account profile information for the duration of our business relationship. We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons, or if we suspect fraud. We will use the information provided to us to contact you in certain events and you are responsible for returning our phone and email messages. We will never ask you user name and Passwords when contacting you over the phone or by email. You agree and understand that your phone and email addresses may be used for authentication purposes. Other authentication methods may be used for validation of transactions from phone numbers other than the numbers provided to us.

(c) Security Procedures

The Bank's security procedures ("Security Procedures") offered for the Service include access credentials (including user ID, Password, codes, or other log-in information) required to access the Service and initiate certain payments and transactions within the Service, one-time authorization codes or tokens used to initiate or approve certain transactions, and procedures to verify or authenticate transactions described in this Agreement.

The Security Procedures offered to you are designed to control access to the Service and verify the authenticity of instructions provided to us. The Security Procedures are not designed to detect errors in the content of instructions or information transmitted to us, including but not limited to your intended account numbers, account numbers not belonging to the named recipient, and erroneous or fraudulent instructions provided to you by another party.

You agree that use of the Service constitutes acceptance of the Security Procedures applicable to the transaction or payment initiated, and agree that the Security Procedures are commercially reasonable for your use of the Service, including the size, type and frequency of any possible transactions that may be initiated from your accounts that may be associated with the Service now or in the future. You agree to be bound by, and we are authorized to rely and act upon, all Service initiation, access, and instructions accepted by us in good faith and in compliance with the applicable Security Procedures, whether or not you (or one of your users) actually gave us

those instructions. You agree to comply with additional Security Procedures that we may implement for the Service from time to time.

(d) Confidentiality and Security of Security Procedures

You agree to establish and maintain commercially reasonable methods to protect the confidentiality and security of all Security Procedures described in this Agreement, including but not limited to access credentials and one-time passcodes, and information relating to their use. You are solely responsible to secure the information relating to these Security Procedures as you are authorizing us to allow access and initiate services and transactions when your information and/or instructions are provided through valid Security Procedures. Suggestions for developing such commercially reasonable methods are available at [Security Central](#) or within the Online Banking application.

You should: (i) maintain access credentials and related information in a secure location with access limited to only the individual to whom such access credentials have been assigned; (ii) provide initial and ongoing instructions concerning confidentiality and security to such individuals; (iii) ensure that access credentials are used only in a secure environment and only by the individual to whom they have been assigned; (iv) periodically change your Password as we may require or as may otherwise be prudent; (v) deactivate, cancel or change the user permissions of any individuals granted access to the Service whenever you terminate or restrict the right of a person to use any of them (e.g., when you terminate an employee or limit authority previously given relating to the Service); (vi) notify us immediately by phone if you believe any Security Procedure, including but not limited to access credentials and ability to access one-time passcodes, has been lost, forgotten or is in the possession of an unauthorized person, and upon our request, you will promptly confirm your call in writing. You should never disclose information concerning Security Procedures to anyone who is not authorized to use the Service.

(e) Limitation of Liability Related to Access Credentials and Unauthorized Transactions

We: (i) will allow any person using your Security Procedures to access and use the Service; and (ii) may accept information from, provide information to, and rely upon, act on and follow any instructions from any person using your Security Procedures, and such instructions will be deemed effective as your instructions. Our records regarding the Security Procedures used to access the Service will be deemed conclusive and binding upon you, absent manifest error. If an unauthorized person obtains access to the Service through the use of your Security Procedures, we will not be liable to you or any other person for permitting such access or for receiving information from, providing information to or relying upon, acting on or following instructions from such person (including, without limitation, instructions resulting in the loss of funds), unless you provided adequate prior notice to us of the actual or suspected loss or theft of or unauthorized access to your Security Procedures or we otherwise had actual prior knowledge thereof, or unless the facts of the situation otherwise show we did not act in good faith. If we believe your Security Procedures may have been breached or an attempt to access any service or conduct any transaction may be unauthorized, we may deactivate, cancel or change your Security Procedures as we deem necessary, and we may block access to services and refuse to effect any transaction(s), all without prior notice to you. You agree to reasonably cooperate with us in the investigation and, if appropriate, prosecution of any person who has disclosed, obtained or used any of your Security Procedures without your consent.

Please see the Liability Provisions Applicable to Non-Consumer Accounts, and the Electronic Fund Transfer Agreement & Disclosures Applicable to Consumer Accounts Only sections of this Agreement for important information about your rights and responsibilities in connection with unauthorized transfers from business and consumer accounts.

(f) Computer Security

You acknowledge we are unable to determine whether any part of your Computer System, computer, mobile or other electronic device, system, network, software, application, app (except Mobile Banking), browser, internet connection, or other parts used to access the service (collectively your "Computer System") has been infected with malicious software or compromised by unauthorized individuals. You are responsible for keeping current virus protection to protect your Computer System, and for regularly scanning your Computer System for spyware or other malware. We are not responsible for any losses, errors, failures or malfunctions arising in connection with any unauthorized intrusion into your Computer System, unless we had actual prior knowledge thereof. You agree to allow a competent professional to conduct a forensic investigation on your Computer System if you assert a transaction was initiated with your Security Procedures and assert such transaction was not authorized or intended by you.

(g) Mobile Banking Security

You agree to allow us access to your mobile device and information for authentication and security purposes when



using the mobile app. You accept all risks for biometrics authentication for other individuals who may be able to access your mobile device and/or the biometric profile on your device.

We do not store confidential or sensitive information such as Passwords or account numbers on your wireless device in connection with the mobile banking service; however, user IDs may be stored on your wireless device based on the personal setting you establish on your device. You should safeguard your wireless device, user ID and Password against loss or theft. If your device is lost or stolen, report it immediately to your wireless provider. Except as provided in this agreement, we have no responsibility or liability if someone else learns your user ID and Password and uses it to access the mobile banking service.

(h) Transaction Validation

We rely on our Security Procedures for transaction validation, as well as the steps outlined below. Transaction validation is designed to increase security for ACH, wire, or other payments within the Service. When you first log onto the Service, you will be required to provide a valid email address and phone number(s). In addition, should you choose to add additional users to your profile, then you must also provide an active email account for each user. When you first subscribe to the ACH or Wire Transfer service, you must register at least two phone numbers that we may use to contact you to validate transactions initiated through the Service. If you, or any of your entitled users, initiate any transaction or payment through the Service, you/they may be required to complete a transaction validation process before the payment is processed. The transaction validation process could include a call, email, or text message to the user, transaction validation codes, or other validation method chosen by us in our discretion. You are solely responsible for maintaining correct and up to date phone and email information for transaction validation. You are solely responsible for the security and access to your phone and Computer System. You are responsible for unauthorized use of a phone or email account resulting in unauthorized access to the Service or transaction initiation/validation. You agree that we will have no liability to you for transactions initiated where your contact information has been used to validate the transaction(s) in accordance with this section. Your failure, or delay, in responding to transaction validation requests may result in termination of the transaction.

(i) Other Security Measures

We reserve the right to, at any time, require use of additional verification procedures, such as transaction validation codes, dual validation procedures and other measures in addition to the Security Procedures described in this Agreement for verifying your identity or validating certain transactions. There may also be Security Procedures applicable only to certain services, as described more specifically within the Agreement.

#### 4. Bill Pay Service

(a) Terms and Conditions of the Bill Pay Service

The Bill Pay Service enables you to make payments (either one-time or recurring payments) online from your designated checking, money market, or pre-paid card account to third parties as you direct; and receive electronic bills from participating Billers (defined below), view Biller bill summary and bill detail information.

By choosing to use the Bill Pay Service in addition to the Online Banking Service, you agree to be subject to the terms and conditions outlined in these Bill Pay Service terms.

We are offering you the Bill Pay Service through one or more Bill Pay Service Providers that we have engaged to render some or all of the Bill Pay Service to you on our behalf. However, notwithstanding that we have engaged such a Bill Pay Service Provider to render some or all of the Bill Pay Service to you, any liability to you for any payments or transfers conducted using the Bill Pay Service is borne by us and not the third party to the extent any liability attaches in connection with the Bill Pay Service. You agree that we have the right under this Agreement to delegate to Bill Pay Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Bill Pay Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

(b) Bill Pay Service Definitions

The following definitions apply to the Bill Pay Service:

- "Bill Pay Service" means the bill payment service offered by Truist through our Bill Pay Service Providers.
- "Bill Pay Service Provider" means companies that we have engaged (and their affiliates) to render some or all of the Bill Pay Service to you on our behalf.

- "Bill Pay Site" means the portion of our online banking site or mobile application site through which the Bill Pay Service is accessed.
- "Biller" or "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.
- "Billing Account" is the account from which all Bill Pay Service fees will be automatically debited.
- "Deliver By Date" is the day you want your Biller to receive your bill payment, unless the Deliver by Date falls on a non-Business Day in which case the previous Business Day will be considered to be the Deliver by Date.
- "Due Date" is the date reflected on your Biller statement on which the payment is due. It is not the late date or grace period.
- "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- "Payment Account" is the checking, money market, or pre-paid card account from which bill payments will be debited. There may be limits on or fees associated with the number of withdrawals per month from money market accounts. Refer to the Personal Deposit Accounts Fee Schedule.
- "Payment Instruction" is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Deliver By Date).
- "Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

(c) Bill Pay Service Guarantee

Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. We are not responsible for postal delays or processing delays by the recipients. The Bill Pay Service will bear responsibility for any late payment related charges up to \$50.00 per payment, should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

(d) Bill Payment Scheduling

The earliest possible Deliver By Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the Bill Pay Site when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Deliver By Date less than the earliest possible Deliver By Date designated for each Biller. When scheduling payments, you must select a Deliver By Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver By Date that is at least one (1) Business Day before the actual Due Date. Deliver By Dates must be prior to any late date or grace period.

When you schedule a bill payment, you authorize us to withdraw the amount of your payment from your account(s) on a date prior to the Deliver By Date and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you.

For payments made by electronic transmission, the payment amount will be debited from, or charged to the account that you designate either two (2) Business Days prior to, or on the Deliver By Date. The date that applies to each payment will be displayed within the application, and may be shown as either "Withdraw On" date or "Payment Pending" date. For payments made by check, the account you designate will be debited when the check is presented to us for payment which may occur before, on, or after the Deliver By Date.

As indicated above, some payments may be made by a check. We send all checks through the United States Postal Service. We are not responsible for postal delays or processing delays by the recipients. Since we can't predict the exact date that a check will be presented to us for payment, please make sure you have sufficient funds in your account beginning a few days before your Scheduled Delivery Date and keep such funds available until the payment is deducted from your account.

(e) Expedited Payment

Please note, Expedited Payments may not be available for all customers. When scheduling payments within the application, options for Rush Delivery will be presented for participating Billers if Expedited Payments are available for your account. An Expedited Payment is an optional service available with participating Billers that allows you to have your payment initiated and processed immediately for an additional fee. There are two Expedited Payment options available. A Same Day Bill Pay (sent as an electronic payment to participating Billers) will be processed and posted the same day. An Overnight Check payment (sent as a paper draft payment to any Biller who accepts paper payments) will be sent via overnight delivery to the Biller for receipt by the end of the next Business Day. Please note, although the payment will arrive earlier than the typical four (4) Business Days, it is at the Biller's discretion how quickly the payment is processed and posted. The Bill Pay Service will automatically determine which Expedited Payment option is available to you to make payments to a specific Biller, and it will also automatically determine the date by which your Expedited Payment will be processed ("Delivered By Date").

The Expedited Payment option may not always be available. Depending on the time of day, you might not have sufficient lead time to make an Expedited Payment. If the Expedited Payment option is not available for an intended Biller, it will not be presented as an option to you and the earliest possible Deliver By Date, without a fee, will be designated.

Once you submit an Expedited Payment, it will begin processing immediately and you will not be able to change or cancel it (see Payment Cancellation Requests and Stop Payments Requests sections for additional information).

By selecting either of the Expedited Payment options, you authorize the Bill Pay Service to follow your payment instructions. For an Expedited Payment, you authorize us to charge a fee for each Expedited Payment as a separate transaction. The amount of each Expedited Payment and each fee will be deducted from your account as separate transactions, which might result in you incurring an overdraft charge for the Expedited Payment as well as an overdraft charge for the fee if you do not have sufficient funds to process either the Expedited Payment or the fee.

You may incur a fee when using the Expedited Payment options in accordance with the fee schedule applicable to your Account. Please refer to the [Personal Deposit Accounts Fee Schedule](#) or the [Business Deposit Accounts Fee Schedule](#) for specific fee information.

(f) Payment Authorization and Remittance

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives from you through the Bill Payment Site. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives. This authorization extends to introductory electronic bill presentment and delivery for limited time periods for eligible users.

When the Bill Pay Service receives a Payment Instruction, you are authorizing the Bill Pay Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you. You also authorize the Bill Pay Service to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will attempt to make all your payments properly. However, we shall incur no liability and any Bill Pay Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: (i) If, through no fault of the Bill Pay Service your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; (ii) The Bill Pay Service is not working properly and you know or have been advised about the malfunction before you execute the transaction; (iii) You have not provided the Bill Pay Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or, (iv) Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously

misdirected transactions, and, if applicable, for any late payment related charges.

(g) Payment Methods and Amounts

We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic debit, an electronic to check payment, a paper check drawn on the account of our Bill Pay Service Provider, or a paper draft payment (funds remitted to the Biller are deducted from your Payment Account when the paper draft is presented to Truist for payment). You agree all paper drafts issued on your authorized instructions will be the same as if actually signed by you.

The method of payment delivery may change with or without notice to you. Therefore, sufficient funds should be available in your account a few days before the selected Deliver By Date. To avoid an overdraft or returned item fee, keep the funds available until the payment is deducted from your account.

There are limits on the amount of money you can send or receive through the Bill Pay Service. Your limits may be adjusted from time to time in our sole discretion. For certain Bill Pay Services, you may have the ability to log in to the Bill Pay Site to view your individual transaction limits.

(h) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

(i) Stop Payment Requests

The Bill Pay Service's ability to process a stop payment request will depend on the payment method or whether or not an item has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been scheduled, call the Truist Contact Center at 844-4TRUIST (844-487-8478), or write to:

Truist Bill Payment Research 301 S J.K Powell Blvd.

Whiteville, NC 28472

Requests submitted in writing must be received by us five (5) business days before the Deliver By Date. Although the Bill Pay Service will make every effort to accommodate your request, the Bill Pay Service will have no liability for failing to do so. For stop payments requested by phone, the Bill Pay Service may also require you to present your request in writing within fourteen (14) days. You will be charged a stop payment fee for each stop payment requested by you in accordance with the applicable fee schedule for your Account.

(j) Prohibited Payments

The following types of payments are prohibited through the Bill Pay Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- i. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- ii. Payments that violate any law, statute, ordinance or regulation; and
- iii. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- iv. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- v. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Bill Pay Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

(k) Exception Payments

Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Bill Pay Service Guarantee does not apply to Exception Payments.

(l) Bill Delivery and Presentment

The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

- i. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Pay Service as one of your Billers, and (b) the Biller has arranged with the Bill Pay Service Provider to deliver electronic bills. The Bill Pay Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Pay Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- ii. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain papercopies of electronic bills on a regular or as-requested basis.
- iii. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Pay Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
- iv. Information provided to the Biller – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and Passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- v. Activation – We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- vi. Authorization to obtain bill data – You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and Password for that Biller. By providing us with such information, you authorize us to use the information to obtain your

bill data.

- vii. Notification – We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- viii. Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account but it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- ix. Non-Delivery of electronic bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- x. Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

These terms for the Bill Pay Service's electronic bill option does not alter your liability or obligations that currently exist between you and your Billers.

(m) Exclusions of Warranties for Bill Pay Service

THE BILL PAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(n) Service Fees

There are no fees for the standard Bill Pay Service. Fees associated with your standard deposit accounts, Expedited Payments, and other Truist services will continue to apply. Refer to Electronic Banking Services in the [Personal Deposit Accounts Fee Schedule](#) or the [Business Deposit Accounts Fee Schedule](#).

(o) Failed or Returned Transactions

In using the Bill Pay Service, you are requesting us or our Bill Pay Service Provider to make payments for you from your Payment Account. If we are unable to complete the Payment Instruction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Payment Account, to cover the payment), the transaction may or may not be completed. In certain circumstances, our Bill Pay Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Payment Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Bill Pay Service Provider. In each such case, you agree that:

- i. You will reimburse us or our Bill Pay Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Payment Account to allow the debit processing to be completed;
- ii. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by us, our Bill Pay Service Provider or our third-party contractors if the Payment Instruction cannot be debited because you have insufficient funds in your Payment Account, or the transaction would exceed the credit or overdraft protection limit of your Payment Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any insufficient funds charges that may be assessed by us, as set forth in your fee schedule from us (including

as disclosed on the Bill Pay Site) or your account agreement with us. You hereby authorize us and our Bill Pay Service Provider to deduct all of these amounts from your designated Payment Account, including by ACH debit; and,

- iii. We and our Bill Pay Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

(p) Alterations and Amendments

These Bill Pay Service terms, applicable fees and service charges may be altered or amended by us from time to time. We may make updates without providing notice to you, subject to applicable law. Any use of the Bill Pay Service after the change has gone into effect will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate these Bill Pay Service terms as to all such prior versions of the applications, services, and/or related material and limit access to only the Bill Pay Service's more recent revisions and updates.

(q) Biller Limitations

The Bill Pay Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by law, the Bill Pay Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an Exception Payment under these Bill Pay Service terms.

(r) Returned Payments

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Pay Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Bill Pay Service.

(s) Information Authorization

Your enrollment in the Bill Pay Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment-posting problems or for verification). In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Payment Account. You further understand and agree that we reserve the right to use personal information about you for our and our Bill Pay Service Providers' everyday business purposes, such as to maintain your ability to access the Bill Pay Service, to authenticate you when you log in, to send you information about the Bill Pay Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Bill Pay Service and the content and layout of the Bill Pay Site. Additionally, we and our Bill Pay Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Bill Pay Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Bill Pay Service Providers may use, store and disclose such information acquired in connection with the Bill Pay Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Bill Pay Service.

(t) Credit Information

You agree to allow us, for the purpose of qualifying and maintaining your Accounts and Service, to the extent permitted under applicable law, to obtain information from credit reporting agencies, Equifax or similar agencies, as we deem necessary.

(u) Notices to You

You agree that we may provide notice to you by posting it on the Bill Pay Site, sending you an in-product message within the Bill Pay Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Bill Pay Service setup or customer profile.

(v) Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Bill Pay Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us

for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

(w) Receipts and Transaction History

You may view your transaction history by logging into the Bill Pay Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

(x) Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

(y) Your Privacy and Privacy of Others

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Bill Pay Service, you agree to keep the information confidential and only use it in connection with the Bill Pay Service.

(z) Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in Information Authorization Section above:

- i. Where it is necessary for completing transactions;
- ii. Where it is necessary for activating additional services;
- iii. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- iv. To a consumer reporting agency for research purposes only;
- v. In order to comply with a governmental agency or court orders; or,
- vi. If you give us your written permission.

(aa) Bill Discovery

The following Bill Discovery terms and conditions in this Section only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from the Bill Pay Site, then this Section does not apply.

Bill Discovery. The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Bill Pay Service to access and use information from your



consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Bill Pay Site, you authorize the Bill Pay Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Bill Pay Site at any time. If Bill Discovery has identified Biller matches, the Bill Pay Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Bill Delivery and Presentment section above.

(bb) Bill Pay Service Termination or Suspension

You agree that we may terminate or suspend your use of the Bill Pay Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

(cc) Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Bill Pay Service, regardless of the purpose of the use, and for all communications you send through the Bill Pay Service. In addition, you are prohibited from using the Bill Pay Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Bill Pay Service or the portion of the Bill Pay Site through which the Bill Pay Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Bill Pay Site or Bill Pay Service, or interfere or attempt to interfere, with the Bill Pay Site or the Bill Pay Service; or (j) may cause us or our Bill Pay Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

5. Internal Funds Transfers, Payments to a Truist Account, and Advances from a Truist Account

Through Online Banking and Mobile, you can transfer funds between Truist Accounts ("Internal Funds Transfers"), make payments to Truist Accounts (from a Truist Account or an account at another financial institution), and draw advances from Truist Accounts. Security Procedures described in this Agreement apply to such Internal Funds Transfers, payments, and advances.

(a) Daily Processing Deadlines and Limits

Account information displayed through Online Banking and Mobile Banking is the current information at the time the transaction takes place. If your payment or transfer exceeds the balance in the account in which the transfer or payment is scheduled to be made on the date you instructed it to be executed, or the maximum amount stated below, it will not be processed.

- i. Internal Funds Transfers between your Truist Bank Account(s) initiated on your electronic device using Online Banking or Mobile Banking and received by Truist by 11:59 pm ET Monday through Friday will be effective on the same business day. Internal Funds Transfers processed on your electronic device using Online Banking or Mobile Banking and received Saturday, Sunday, or non-Banking Days will be effective the following business day. Internal Funds Transfer amounts are limited to the available balance in the account and to a minimum of \$.01 and a maximum of \$100,000 per transaction.
- ii. Internal Funds Transfers between your Truist Bank Account(s) and your Truist Investment Services, Inc. Account(s) initiated on your electronic device using Online Banking or Mobile Banking and received by Truist by 11:59 pm ET Monday through Friday will take up to 3 business days to be completed. Internal Funds Transfers processed on your electronic device using Online Banking or Mobile Banking and received Saturday, Sunday, and non-Banking Days will take up to 4 business days to be completed. Internal Funds Transfer amounts are limited to the available balance in the account and to a minimum of \$.01 and a maximum of \$100,000 per transaction. For Internal Funds Transfers to a Truist Investment Services, Inc. Account, there is a daily limit of \$1,000,000. For Internal Funds Transfers from a Truist Investment Services, Inc. Account, there is a daily limit of \$250,000.

- iii. Internal Funds Transfers between Account(s) initiated on your computer using Direct Connect, and received by Truist by 4:00 pm ET Monday through Friday will be effective on the same business day. Internal Funds Transfers processed on your computer using Direct Connect, and received after 4:00 pm ET Monday through Friday or all day Saturday, Sunday, and non-Banking Days will be effective the following business day. Internal Funds Transfer amounts are limited to the available balance in the account and to a minimum of \$.01 and a maximum of \$100,000 per transaction.
- iv. Payments to and advances from Truist credit card, loan, or line of credit Account(s) initiated on your electronic device using Online Banking or Mobile Banking and received by Truist by 11:59 pm ET will be effective on the same business day. Payments and advances on loans and lines of credit may not appear on your account until the next business day. Payments and advances on cards may not appear on your account for two business days. Account information displayed through Direct Connect is the current information as of the previous business day. Payments to Truist credit cards, loans, and lines of credit are limited to a minimum of \$.01 and a maximum of \$99,999.99 per transaction.
- v. Payments to Truist Mortgage Account(s) initiated on your electronic device using Online Banking or Mobile Banking and received by Truist by 7:00 pm ET will be effective on the same business day. Payments may not appear on your account for two business days. Payments to Truist Mortgage Account(s) are limited to a minimum of \$.01 and a maximum of \$99,999.99 per transaction.

(b) Payment, Advance or Internal Funds Transfer Authorization and Remittance

By providing payment, advance and funds transfer instructions, you authorize Truist to follow the payment instruction in order to process payments, advances and Internal Funds Transfers. When payment instructions are received, you authorize Truist to debit the designated payment account (at Truist or another financial institution) and remit funds on your behalf. Truist shall incur no liability if we are unable to complete any payment, advance or Internal Funds Transfers initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of Truist, your payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account on the date you instructed payment be executed;
- ii. You have not provided Truist with the correct payment account information or the payment account is closed;
- iii. The payment, advance or Internal Funds Transfer function is not working properly and you know or have been advised by Truist about the malfunction before you execute the transaction;
- iv. Circumstances beyond control of the Truist (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

(c) Failed or Returned Transactions

When you initiate a payment or Internal Funds Transfer, you are requesting Truist to make payments for you from your designated payment account. If we are unable to complete the transaction for any reason associated with your payment account (for example, there are insufficient funds in your payment account to cover the transaction), the transaction will not be completed.

(d) Funds Transfer/Payments Cancellation Requests

You may cancel or edit any scheduled Internal Funds Transfers or payments (including recurring funds transfers or payments) by following the directions within the Service. There is no charge for canceling a scheduled funds transfer or payment. Once Truist has begun processing a funds transfer or payment, it cannot be cancelled or edited.

(e) Withdrawal Transaction Limitations

The restrictions on the number of withdrawals from your savings and money market accounts and associated overage fees apply to payments and funds transfers between accounts and bills paid from these accounts initiated through Service. Refer to the [Personal Deposit Accounts Fee Schedule](#) or the [Business Deposit Accounts Fee Schedule](#).

## 6. Funding Obligations

It is your sole responsibility to ensure you have on deposit sufficient available (including, if required, collected) funds to cover all transactions and fees at the time they are presented for payment or are scheduled to be made. We may refuse to process any transaction if sufficient funds are not available in your account to fund the transaction, or sufficient funds are not available in your service charge account (account designated for billing of fees associated with the Service) to pay all fees. You agree to accept our procedures for calculating available and collected balances, and you acknowledge our records regarding the same will be deemed conclusive. Available funds may include funds available in any line of credit or other account or credit facility formally established with us for overdraft protection purposes, or pursuant to which we have otherwise agreed to make advances in connection with the Service. However, nothing in this Agreement will be deemed a commitment by us to extend credit to you or to grant you overdraft privileges. Any commitment to extend credit must be set forth in a separate agreement with us through a person authorized to make credit decisions on our behalf. Please see the applicable [Bank Services Agreement](#) and/or [Commercial Bank Services Agreement](#) for additional information concerning available balances, collected funds and when deposits are generally available for withdrawal.

## 7. Personal and Affiliate Business Account Linking

Business Profile Owners may request for certain of their own personal (consumer) accounts or business accounts for an affiliated business entity (business under separate tax identification number, for which the Business Profile Owner is listed as a Designated Representative on Truist's Resolution for Deposit Account form) to be added to their business online banking profile. Such accounts, once added will then be considered an Account pursuant to the terms of this agreement. Not all transaction types are available for personal accounts that are added to the business online banking profile. Only the Business Profile Owner's personal accounts may be added. By adding a personal account or an affiliated business account, you understand that other Administrators and Users may have access to the account and the funds therein (see Multiple User Access section of this Agreement for additional information), and that statement delivery preferences may be managed for these accounts within the business online banking profile. In our discretion, we may prohibit you from including accounts that belong to another person or entity within your profile. If we do permit you to include accounts that belong to another person or entity within your profile, then (a) you represent and warrant to us that the other person or entity has given you authority to access its accounts through use of the Service to the same extent as if you owned such accounts, (b) each reference to "Client", "you" or "your" in the Agreement will be deemed to be a collective reference to you and each other person or entity whose accounts are included in your profile, (c) all of the provisions set forth in the Agreement will apply to the included accounts as if you owned them, (d) you are deemed to be using the Service with respect to any of the included accounts, (e) each person who is authorized to act on your behalf with respect to the Service is also authorized to act on your behalf to the same extent with respect to the included accounts, and (f) you and each other person or entity whose accounts are included are jointly and severally liable for all indemnification, confidentiality and other obligations to us under the Agreement. We may require written confirmation from the other person or entity that it has authorized you to include its accounts in the Service and you agree to notify us immediately if that authority is revoked or changed.

## 8. Representations and Warranties Related to Trust Accounts, Political Organizations, and ERISA

You acknowledge that inclusion of any account within a Service which is designated as a trust account, escrow account, "for the benefit of" account, political organization account (including, without limitation, a campaign committee account for a candidate for federal, state, or local office or a political action account) or account of similar designation, may result in access to such account (including use of the funds and access to information related to the beneficiaries of such account) by any user entitled to access the account within the applicable Service. You represent and warrant that this inclusion is not prohibited by any agreement applicable to the account or the funds therein, and does not violate any applicable law or any fiduciary or other duty that you may have with respect to the account. You assume all risks associated with including this type of account in a Service, and you shall indemnify and hold Bank harmless from any claims, judgments, damages, costs, liabilities, interests, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly or indirectly from including this type of account in a Service. You further represent and warrant that if any account that is subject to the Employee Retirement Income Security Act of 1974 ("ERISA") is included in a Service, you shall indemnify and hold Bank harmless from any liability for any loss of ERISA funds as a result of such inclusion.

## 9. Electronic Fund Transfer Agreement & Disclosures Applicable to Consumer Accounts Only

This section applies only to personal (consumer) deposit accounts added to the Service, and applies only to electronic fund transfers, as that term is defined in the Electronic Fund Transfer Act ("EFTA") and Regulation E,

to or from such accounts initiated through the Service. Any reference to “agreement” within this section shall refer only to the terms and conditions within this section. Any reference to “accounts” within this section shall refer only to deposit accounts established primarily for personal, family, or household purposes. Domestic wire transfers are not electronic fund transfers, as that term is defined in the EFTA and Regulation E, so domestic wire transfers from personal accounts are not governed by this section. Please see the Wire Transfer Service section of this Agreement for terms and conditions governing wire transfers initiated through the Service from personal accounts. This section is intended to reflect and highlight certain terms and conditions contained in the “Electronic Fund Transfer Agreement & Disclosures” section of Truist’s Bank Services Agreement, which every consumer client receives and agrees to when opening an account with the Bank and which are incorporated within this Agreement by reference. Any conflict between this section and the “Electronic Fund Transfer Agreement & Disclosures” section of Truist’s Bank Services Agreement shall be governed by the “Electronic Fund Transfer Agreement & Disclosures” section of Truist’s Bank Services Agreement.

(a) Electronic Fund Transfers.

Electronic fund transfers include, but are not limited to, debit card and ATM transactions, preauthorized deposits and payments, telephone transfers, transfers initiated through a personal computer, transfers initiated through a “mobile wallet” (includes transactions initiated through a smart phone or other mobile device), and transfers initiated by third parties. Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to initiate an electronic fund transfer from your account using information from the check you provide to the third party. This may occur at the point of sale or when you send a check by mail or deliver a check to a third party’s lockbox location. In addition, an electronic fund transfer may be initiated to collect a fee if your check or electronic fund transfer is returned or declined for insufficient funds. Your authorization for such transfers can occur in a number of ways. In some cases, your authorization can occur when the third party posts a sign or otherwise informs you of their policy.

(b) Access Devices.

An access device is a card or personal identification code that provides access to a consumer’s deposit account, which may be used to initiate electronic fund transfers. Access devices include, but are not limited to, your Truist automated teller machine card (“ATM Card”), Truist Debit Card (“Debit Card”), personal identification number (“PIN”), and your MasterCard or Visa Credit Card when used to conduct electronic fund transfers. A check is not an access device; however, an electronic fund transfer initiated by using information obtained from a check is governed by this agreement. You may, verbally or by other authorized means, request an access device to conduct electronic fund transfers to or from your consumer accounts. We may refuse to issue an access device to any customer, and we may terminate, suspend or modify access device privileges, immediately and without cause or notice, unless otherwise required by law.

(c) Applicable Agreements.

You agree to conduct all electronic fund transfers in accordance with this agreement and disclosures, any separate agreement(s) and/or disclosure(s) provided in connection with the issuance of any particular access device, and any agreement(s) governing your account(s). The repayment of any advances on a credit line initiated electronically will be governed by the terms and conditions of the applicable credit line agreement.

(d) Overlimits and Overdrafts.

You agree not to conduct any transaction(s) to withdraw more than the applicable daily limit on any day, or cause the balance in your deposit account to go below zero, or cause the outstanding balance of your credit line to go above your credit limit. We may reject any such transaction; however, if we pay the overdraft or advance funds in excess of your credit limit, you agree to pay, upon request, the excess amount that was improperly withdrawn or transferred, together with any applicable fees as outlined in the Personal Deposit Accounts Fee Schedule or in the agreement governing your account. Overdrafts on your account may result in advances from your overdraft protection plan. Any item that cannot be covered by overdraft protection will be treated as a returned item and subject to applicable fees. You may not be provided notice prior to completing a debit transaction or ATM withdrawal that such transaction will cause an overdraft on your account. You should confirm your actual account balance prior to initiating any withdrawal transaction.

(e) Cancelling Your Access Device.

You may cancel your access device at any time by notifying us in writing and no longer using it. Canceling your access device will not affect your obligations under this agreement, even if we allow any transaction to be

completed with your access device after this agreement has been terminated.

(f) Unauthorized Transfers & Your Liability

Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. Telephoning us is the best way of keeping possible losses down.

Except in situations governed by the zero liability policy described in Section 10, if you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500. Also, if your periodic statement shows transfers you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(g) Telephone Number and Address to Be Notified in Event of Unauthorized Transfer.

If you believe your access device has been lost or stolen, or your PIN has been obtained by an unauthorized person, or someone has transferred or may transfer money from your account without your permission, IMMEDIATELY call:

844-4TRUIST or

Write: Fraud Management

P. O. Box 1014

Charlotte, North Carolina 28201

You should also call or write to the number or address above if you believe a transfer has been made using information from your check without your permission.

(h) Business Days.

For purposes of this section, our business days are Monday through Friday, except bank and/or Federal holidays.

(i) Types of Available Transfers and Limits on Transfers.

**Account Access.** You may perform the following types of transactions. Some of these services may not be available with every access device, or at every electronic terminal, and may be subject to restrictions contained in the agreement provided with that particular access device.

- Account inquiry
- Withdraw cash from your designated deposit accounts
- Make deposits to your designated deposit accounts
- Transfer funds between your designated deposit accounts and line-of-credit accounts
- Make payments on designated lines of credit from designated deposit accounts
- Pay for purchases at merchants who have agreed to accept the access device, or otherwise initiate electronic fund transfers to pay for purchases
- Electronically pay bills directly from your deposit account
- Make an electronic payment from your deposit account using information from your check
- Make purchases and payments from a “mobile wallet”

**Limitations on Frequency of Transfers.** Excessive withdrawals and transfers are subject to fees as disclosed in the Personal Deposit Accounts Fee Schedule.

**Limitations on Dollar Amounts of Transfers.** Refer to the Bank's Personal Deposit Accounts Fee Schedule for the daily ATM withdrawal and Point of Sale purchase limits for each type of Card.

For security reasons, there may be other limits imposed on the amount you may withdraw from our ATMs. Other limitations may apply to transfers made using Truist Online Banking. Please refer to the Online Banking Services Agreement and Initial Disclosures. Other limitations may apply at ATMs that do not display the Truist name.

**Limitation on Deposits.** For new deposit accounts, ATM deposit functionality may be limited for temporary access devices.

(j) Customizing Your Access Device Limits and Transactions.

For certain access devices, you may choose to establish lower maximum ATM withdrawal amounts or lower daily limits for point of sale transactions. You may also choose to block ATM transactions, point of sale purchases, transfers and other access device functions. Customized settings may be removed to return an access device to its original limits and functions.

(k) Charges for Transfers or Right to Make Transfers.

If an account is subject to service fees, the applicable service fees will apply whether the transfer is initiated electronically or by written order. Applicable service fees and fees for conducting electronic fund transfers are outlined in the Personal Deposit Accounts Fee Schedule. A fee may be imposed for a balance inquiry even if you do not complete a fund transfer. In addition, we may charge a fee when you use an ATM that does not display the Truist logo and the owner or operator of an ATM that does not display the Truist logo may impose a fee.

(l) Third Party Money Services Transactions.

In the event you or a sender (meaning a person or business entity sending you a payment) use third party money transfer services to facilitate moving funds from a third party source to your Account, the third party may indicate the funds will be made available immediately. However, if the third party money transfer service does not send the funds in accordance with established guidelines provided by the payment networks or by Bank cut-off times, the funds availability may be subject to a delay.

(m) Documentation of Transfers.

**Electronic Terminal Transfers.** You may get a receipt at the time you make a transfer using an ATM terminal or point-of-sale terminal.

**Preauthorized Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 844-4TRUIST, during normal business hours, to find out whether or not the deposit has been made.

**Periodic Statements.** You will receive a monthly account statement, or less frequently if the account is dormant, that will show your electronic fund transfers.

(n) Preauthorized Transfers/Payments

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how: Call us at 844-4TRUIST, write us at:

Truist Deposit Account Services

Mailcode: 151-90-01-05

P. O. Box 1489 Lumberton, NC 28359

or call or visit a branch to complete a stop payment form. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you orally request a stop payment, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. You should refer to the Truist Online Banking Services Agreement for the procedure to stop an online payment. You should refer to the Bank's Personal Deposit Accounts Fee Schedule for any fees we may charge for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay should tell you ten (10) days before each payment, when it will be made and how much it will be.

**Recurring Debit Card Transactions.** If a transaction occurs on a regular basis as a recurring payment through your

debit card, you may request to stop such a payment. Here's how: Call us at 844-4TRUIST, write us at:

Truist EFM Chargebacks

Mailcode: 100-99-04-15

P. O. Box 819 Wilson, NC 27894

or call or visit a branch to complete a stop payment form. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you orally request a stop payment, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. You should refer to the Bank's Personal Deposit Accounts Fee Schedule for any fees we may charge for each stop payment order you give.

If any of the information provided in your stop payment request is inaccurate or changes (e.g., if you give Truist the wrong transaction information, if the item presented for payment does not include the exact amount or company name provided, or if the amount or name of the person to whom the item is payable changes), Truist may pay the item.

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(o) Bank's Liability for Failure to Make Transfers.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your credit line; (iii) if the ATM was not working properly and you knew about the breakdown when you started the transfer; (iv) if circumstances beyond our control prevent the transfer despite reasonable precautions we have taken; and (v) if the ATM where you are making the transfer, does not have enough cash. There may be other exceptions stated in other agreements with you.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS, TELEPHONE US AT:

844-4TRUIST or

Write: Truist Fraud Management

P.O. Box 1014

Charlotte, North Carolina 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or the transfer about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50, so you will have the use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error, minus a maximum of \$50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not credit your account and you will not have use of the money during the time it takes us to complete our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents



that we used in our investigation.

(p) Confidentiality.

Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if you give us permission; and (vi) as stated in the Truist Consumer Privacy Notice.

(q) Miscellaneous.

Unless otherwise required by applicable law, we may change the terms of this agreement from time to time by giving you notice of the change. If we must collect what you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorney's fees to the extent permitted by law. If more than one person requests electronic fund transfer services, each person will be bound by this agreement and will be responsible for paying all amounts owed as a result of this agreement. We reserve the right to reject any electronic fund transfer we reasonably believe is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities.

## 10. Liability Provisions Applicable to Non-Consumer Accounts

This section applies to any business (non-consumer) accounts added to the Service. Any reference to "accounts" within this section shall refer only to business deposit accounts.

(a) Fraud and Unauthorized Transactions

You agree to report any unauthorized transaction(s) on your account immediately upon discovery. We may require that you close the account and open a new account. If you fail to report such a theft or loss, you will assume full responsibility if the Bank should pay such items.

(b) Duty to Safeguard Account

You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, Passwords, or personal identification numbers ("PIN") and personal identification. If there are any unauthorized transactions or suspicious activity on your account, including unauthorized checks or debits on your account or lost, stolen or missing checks, we strongly advise that you close your current account and open a new one, and if available, implement a service that is designed to detect and/or deter fraud. If you do not close your account, or if you fail to implement the service that was recommended to you after a fraud occurred of the kind the service was designed to prevent, you agree that the Bank is not liable to you for any subsequent debit, unauthorized transactions, losses or damages that occur on your account.

You agree to report any lost or stolen check(s) or any unauthorized transaction(s) on your account immediately upon discovery. We may require that you close the account and open a new account. If you fail to report such a theft or loss, you will assume full responsibility if the Bank should pay such items. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged.

To guard against the disclosure and unauthorized use of personal information, you agree not to pre-print or write your Social Security Number, date of birth, driver's license number or other personal information on your checks or other items issued on your account. If such information is included on your checks or other items drawn on your account, you agree that the Bank will not be liable for the improper use of any such information by an individual or entity, regardless of how the individual or entity obtained or used the information.

You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment in a timely manner. You agree to keep any account information, security code, Password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose such information to any other person. You must notify the Bank immediately if this information is lost or has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper, and therefore authorize the Bank to complete any transaction involving your account made with the use



of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or personal identification, and agree that the Bank shall have no liability for any loss, claim, or damage you sustain as a result of the use of your security code or personal information described above whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other item is used to withdraw or transfer funds.

(c) Duty to Review Account Statement

You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized or erroneous transaction initiated within or involving the Service, you agree that, without regard to care or lack of care by you or the Bank, we will not be liable for any such unauthorized or erroneous transactions and you will be precluded from any recovery from the Bank if you have not reported such items in writing to the Bank within thirty (30) days from the statement date of the earliest statement containing those items. If you choose not to receive your statements, you remain responsible to review and report any errors or unauthorized transactions within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and unauthorized transactions and report them in a timely manner.

(d) Duty of Care

You agree that you will exercise ordinary care in using the Service. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements [and any other notice(s)] for fraudulent or unauthorized transactions and promptly notify the Bank of fraudulent or unauthorized transactions; timely reconcile your bank statement to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access to the Service by use of any access device including security codes, Passwords, or other personal identification numbers; and comply with all other duties imposed on you under this Agreement or under applicable state law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's automated check payment and notification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature stamp, facsimile machine or otherwise) that the unauthorized signature, endorsement, or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines for the sole benefit of Bank and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

(e) Limitation to File Claim

You agree that no legal proceeding or action may be commenced against the Bank to recover any fraudulent, unauthorized, or erroneous transaction relating to the Service unless: (a) you have timely provided the written notices as required above and (b) such proceeding or action shall have been commenced within one year from the date the statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration, when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

(f) Duty to Cooperate

If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit or statement containing whatever information the Bank requires concerning the account, the transaction, and the circumstances surrounding the loss. You also

agree to file a criminal report and upon our request, to provide us with a copy of the report, and testify against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise, or restitution agreement with the wrongdoer without the consent of the Bank. The Bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

You agree that you cannot and will not bring any legal action or arbitration claim against us unless you have first provided the affidavit or statement described within this section.

(g) Duty of Insurance

You agree to pursue all rights under any insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about any insurance coverage, including the name of the insurance carrier, the policy number, policy limits, and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

(h) Limitation of Liability

You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the Bank has no obligation to provisionally credit your account before or during the investigation, unless required by law. If we do credit your account, you agree that such credit is not considered final payment. If a credit is given to your account at any time and the Bank determines that the original debit to your account was proper, you agree that the Bank may reverse the credit to you at any time whether it originally advised that the credit was provisional. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could not have been realized by the use of ordinary care. In no event will the Bank be liable for special or consequential damages, including attorneys' fees incurred by you. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check, or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided. We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to affect your stop payment order.

(i) Facsimile Signature

The Bank may refuse to accept a request from you to use a machine or "facsimile signature" on your account. If we do agree, you must provide us with a specimen of any machine or facsimile signature and your name must be listed on the signature card for the account. Regardless of whether you have provided a specimen of the facsimile signature, if you use a machine or facsimile signature, you are responsible for any check, draft, item or other written order when bearing or purporting to bear a machine or facsimile signature of any of the authorized signers, regardless of by whom or by what means the item was created. You assume all liability for and indemnify us from the unauthorized use of any machine or facsimile signature. If you use any type of machine or facsimile endorsement on any item, you agree that we may accept any future machine or facsimile endorsement on an item as your endorsement regardless of by whom or by what means the actual or purported machine or facsimile endorsement may have been affixed.

(j) Bookkeepers

In the event you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items or make deposits, issue payments, wires or other transfers, you agree to assume full responsibility for any errors or wrongdoing by such third party or any of their employees, including if the Bank should pay such items or allow the negotiation of any part of a deposit, including receiving any cash back. You agree that we may deny a claim for loss due to forged, altered or unauthorized checks, endorsements or unauthorized payments, wires or other transfers if you fail to follow these procedures.

(k) Commercial Funds Transfers

The following rules and regulations apply to payment orders, including Automated Clearing House (ACH) credits and debits, payments received through the RTP® Network operated by The Clearing House Payments Company L.L.C., wire transfers, and other payment orders made or received by commercial depositors, which are not covered by the Electronic Fund Transfer Act as implemented by Regulation E.

**Provisional Payment.** Upon receipt of an ACH credit, or electronic, oral or written instruction for payment, we will give you provisional credit until we receive final settlement through a Federal Reserve Bank, fund transfer system, or otherwise receive payment. If we do not receive final settlement or payment, you agree to refund to us the amount provisionally credited to your Account and the party initiating the credit to you shall be deemed not to have paid you. Notice of Receipt of Incoming Payments, ACH payments, incoming wire transfers, and other payment orders received into your account will be shown on your statement; therefore, we will not give you next day notice of receipt of such items.

**Choice of Law.** Your rights and obligations concerning payments to or transfers from your account are subject to applicable law and the rules as adopted and amended from time to time by the fund transfer system used to transmit the payment. We may use any of several different fund transfer systems. The systems and their corresponding rules and regulations include, but are not limited to: Automated Clearing House - operating rules of Nacha, Real- Time Payments System – Real-Time Payments Operating Rules, and Fedwire - Federal Regulation J and applicable Federal Reserve Bank Operating Circulars.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** If you believe an ACH debit to your account is erroneous or fraudulent, you must notify us **immediately** by calling or writing us at the number or address below and in a time and manner that reasonably allows us to attempt to return the transaction before the applicable deadline set forth in the operating rules of Nacha (which in some cases is as short as one (1) or two (2) business days following the date the debit posts to your account). We will use good faith efforts to return the entry, but will have no liability to you in the event our attempts to return the entry are unsuccessful. If you do not notify us of the error within the required timeframe, we may not be successful in returning the entry and we will not recredit your account unless we are otherwise required to do so under the operating rules of Nacha or applicable law.

(I) Telephone Number and Address to Be Notified in Event of Unauthorized Transfers or Errors

You agree to notify us immediately in the event of any errors or unauthorized transactions involving the Service or your account(s). Write or call us IMMEDIATELY at:

844-4TRUIST or

Write: Truist Fraud Management

P.O. Box 1014

Charlotte, North Carolina 28201

11. Send money with ZELLE®

The terms and conditions set forth in the section below (the “Zelle Agreement”) apply **only** to transfers made using Zelle. In the event of conflict between the Zelle Agreement and other terms within the Agreement, the Zelle Agreement takes precedence with respect to Zelle transactions.

(a) Description of Zelle Services

- i. Truist has partnered with the Zelle® Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.”
- ii. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- iii. THIS SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHER PEOPLE OR BUSINESSES YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

(b) Eligibility and User Profile

When you enroll in the Zelle Service, you agree to the terms and conditions of this Zelle Agreement. You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law and you agree that you will not use the Zelle Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Zelle Service is intended for use with eligible accounts to send, receive, or request money with those whom you trust. You agree that you will not use the Zelle Service to send or receive prohibited payments in connection with ineligible accounts or products. To check to see if your account is eligible to use with the Zelle Service, log in to your account through Online Banking or the mobile app. If your account is eligible to use with the Zelle Service, you will see the "Send Money with Zelle" option when you sign on to Truist Online Banking or the Truist Mobile app.

Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Service.

We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Service with ineligible accounts or to receive prohibited payments. We further reserve the right to suspend or terminate your use of the Zelle Service if we believe that you are using the Zelle Service for potentially unlawful, abusive, or prohibited purposes. Examples of potentially unlawful, abusive, or prohibited purposes include (but are not limited to) requesting, sending, or receiving money related to:

- Pharmaceuticals and other controlled substances;
- Illegal drugs;
- Drug paraphernalia;
- Sexually oriented activities or materials (including pornography);
- Obscene or offensive activities or materials;
- Materials or activities that promote intolerance, violence, or hate;
- Ponzi or pyramid schemes;
- Illegal gambling, gaming, lotteries, or sweepstakes;
- Traveler's checks, money orders, equities, annuities, or currencies, including digital currencies, such as Bitcoins;

- Counterfeit materials;
- Terrorist funding;
- Fraud;
- Scams;
- Money laundering;
- Any other illegal activity or unlawful purpose.

We shall not be liable for any claims or damages resulting from your improper use of the Service.

(c) Consent to Share Personal Information (Including Account Information)

We may disclose information to third parties about your account or the funds you send or receive:

- as necessary to complete transactions;
- as necessary in connection with offering the Zelle Service;
- in connection with the investigation of any claim related to your account or the funds you send or receive;
- to comply with government agency or court orders;
- in accordance with your written permission; and
- as otherwise permitted by the terms of our privacy notice.

(d) Privacy and Information Security

We make security and the protection of your information a top priority. You can access our [Privacy Policy](#), which Privacy Policy is incorporated into and made a part of this Zelle Agreement by this reference.

(e) Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to Truist or to Zelle with your wireless operator account profile information for the duration of our business relationship. See [Zelle's Privacy Policy](#) for how it treats your data.

(f) Enrolling in the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

If at any time while you are enrolled, you do not send or receive money using the Zelle Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again.

Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money

using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle at the unenrolled U.S. mobile number or email address that was selected.

(g) Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Zelle Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Service or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- ii. You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.
- iii. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- v. To cancel text messaging from us, send STOP to 878478. For help or information regarding text messaging, send HELP to 878478 or call the Truist Contact Center at 844-4TRUIST (844-487-8478). You expressly consent to receipt of a text message to confirm your "STOP" request.

(h) Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number registered with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle Agreement and the procedures of the business or government agency that is sending you the payment.

(i) Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. Money sent using Zelle is authorized against the Current Balance in your designated Truist deposit account. The Current Balance is the actual balance in your account on a specific day, and does not reflect any holds or pending transactions. It is your sole responsibility to ensure you have on deposit sufficient collected funds to cover all transactions at the time they are presented for payment or are scheduled to be made. We may refuse to process any transaction if sufficient collected funds are not available in your account to fund the transaction. You agree to accept our procedures for calculating collected balances, and you acknowledge our records regarding the same

will be deemed conclusive. You understand that use of this Zelle Service by you shall at all times be subject to (i) this Zelle Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Zelle Service to send money only to people and businesses you know and trust.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not registered as a User with either Zelle or a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person or business to whom you are sending money and who is not registered as a User may fail to register with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

(j) Liability

Neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

THIS ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND PEOPLE/BUSINESSES WITH WHOM YOU ARE FAMILIAR. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS OR BUSINESSES THAT YOU DO NOT TRUST. YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE SERVICE.

(k) Send Limits

We may, at our sole discretion, impose or change the limits on the amount of money you can send or receive through the Zelle Service. Such limits may be displayed in the Zelle Service application.

(l) Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Zelle Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

(m) Transaction Errors

In case of errors or questions about your Zelle transfers call us at:

844-4TRUIST (844-487-8478)

Or write:

Truist Fraud Management

P.O. Box 1014

Charlotte, North Carolina 28201

Contact Truist as soon as you can if you think your statement or information regarding a Zelle transaction is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. When contacting Truist regarding an error resolution, please be prepared to communicate the following information:

- i. Your name and Social Security number or tax identification number
- ii. The Zelle error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- iii. The dollar amount of the suspected Zelle error.

If you tell us orally, we may require you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

(n) Your Liability for Unauthorized Zelle Transfers

Tell us at once if you believe your user ID and Password have been forgotten or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If your statement shows Zelle transfers you did not make, you must tell us at once. You will have no

liability for unauthorized Zelle transactions if you notify us within sixty (60) days after your monthly financial statement, which shows the unauthorized Zelle transaction, has been sent to you. If you do not tell us within sixty (60) days after the statement was mailed to you or otherwise made available to you, you may lose the amount transferred without your authorization after the sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

When you give someone your Password or other means to access your account through which you access the Zelle Service, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

(o) Liability for Failure to Complete Zelle Transfers

If we do not complete a Zelle transfer to or from your account on time or in the correct amount according to our Zelle Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:



- i. If, through no fault of ours, you do not have enough money in your account to make the Zelle transfer or payment.
- ii. If the Zelle transfer or payment would go over the credit limit on your overdraft line.
- iii. If the funds in your account are subject to legal process or other encumbrance restricting such transfer.
- iv. If the Zelle Service, your electronic device, or modem is not working properly and you know about the malfunction when you started the transfer or payment.
- v. If a recipient mishandles or causes delays in handling payments sent by us.
- vi. If you have not provided us with the correct recipient information or payment amount.
- vii. If circumstances beyond our control prevent the proper completion of the Zelle transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, interruption in your electrical power or telephone, the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality or any defect or malfunction of your electronic device, operating software, modem or telephone line.
- viii. If you have not properly followed the instructions for using the Zelle Service.
- ix. If the account holding institution fails to timely credit to your recipient.
- x. If we have the right to refuse to process a payment or transfer as provided in this Zelle Agreement.

(p) Fees

Business accounts eligible to use the Zelle Service will be charged a fee for any amounts received. Please refer to the [Business Deposit Accounts Fee Schedule](#) for specific fee information. The total fee for payments received by enrolled business accounts will appear on the monthly Account Analysis statement (available online or upon request) and included in the total Account Analysis Service Charges debited once a month. This charge is included on the monthly Deposit Statement as "Service Charges – Prior Period." The service charges listed reflect the activity from the prior month. Consumer accounts do not incur any fees for amounts received.

There are no fees for eligible accounts to send or request money with the Zelle Service.

Please keep in mind that other service charges may apply. For example, there may be additional fees charged against your accounts if a transaction you initiate using the service causes any of your accounts to be overdrawn, exceed the maximum permissible number of transactions for the accounts or exceed any other qualifiers for the accounts. Refer to the applicable account service agreement and fee schedule, either your [Bank Services Agreement](#) and the [Personal Deposit Accounts Fee Schedule](#), or your [Commercial Bank Services Agreement](#) and [Business Deposit Accounts Fee Schedule](#).

(q) Use of Our Site

You agree to access the Truist site and mobile app in compliance with the Truist Online and Mobile Banking for Business Service Agreement.

(r) Right to Terminate Access

You may terminate your use of the Zelle Service at any time by visiting your local Truist branch, by calling the Truist Contact Center at **844-4TRUIST (844-487-8478)** or by writing to us at **Truist Online Banking Support,**

**P.O. Box 1014, Charlotte, North Carolina 28201.** You must notify us at least 10 days prior to the date on which you wish to have your Zelle Service terminated. We may require that you put your request in writing. If there is more than one account owner or if more than one person is authorized to access the account through the Zelle Service, we may terminate the Zelle Service upon the request of any account owner or person authorized to access the account.

We may terminate your use of the Zelle Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

(s) Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(t) Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS ZELLE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

(u) Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service, and except as otherwise provided in this Zelle Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Service, or any violation by you of the terms of this Zelle Agreement.

(v) Governing Law; Choice of Law; Severability

This agreement shall be governed by and construed in accordance with the laws of North Carolina, without regard to that state's conflict of laws provisions.

(w) Miscellaneous

Subject to the terms of this Zelle Agreement, the Zelle Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

You acknowledge and agree that any claims or disputes you assert against Zelle® and EWS, Zelle® and EWS are entitled to enforce Truist's mutual arbitration agreement provision as documented in the Truist Mutual Arbitration Agreement found in the Bank Services Agreement and in this Agreement.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

## 12. Mobile Check Deposit

The following terms apply to the use of the Mobile Check Deposit service via online and mobile banking.

- i. The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your eligible Truist accounts from remote locations by scanning checks and delivering the images and associated deposit information to Truist or Truist's designated processor.

- ii. Further, Truist reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services and terms.
- iii. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
- iv. Truist is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- v. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Truist is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
- vi. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
  - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
  - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
  - Checks payable jointly, unless deposited into an account in the name of all payees.
  - Checks previously converted to a substitute check, as defined in Reg. CC.
  - Checks drawn on a financial institution located outside the United States.
  - Checks that are remotely created checks, as defined in Reg. CC.
  - Checks not payable in United States currency.
  - Checks dated more than 6 months prior to the date of deposit.
  - Checks or items prohibited by Truist's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Truist account.
  - Checks payable on sight or payable through Drafts, as defined in Reg. CC.
  - Checks with any endorsement on the back other than that specified in this agreement.
  - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- vii. You agree to write an endorsement on any and all items transmitted through the Services as "For deposit only at Truist" or as otherwise instructed by Truist. You agree to follow any and all other procedures and instructions for use of the Services as Truist may establish from time to time.
- viii. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Truist that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

- ix. Generally, if an image of an item you transmit through the Services with standard availability is received and accepted before 9 pm ET on a banking day, we consider that to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next banking day we are open. Funds deposited using the Services will generally be available next banking day. In some circumstances, Truist does place holds on deposits which delays when those funds will be available.

An image of an item you transmit through the Services using the immediate availability service will be processed each banking day during nightly processing. If accepted, your available balance will be increased by the amount of the deposited check, minus the applicable fee, at the time the deposit is made.

For additional information, refer to the Funds Availability section of the Bank Services Agreement located on Truist.com.

- x. Upon your receipt of a confirmation from Truist that we have received an image that you have transmitted, you agree to retain the check for at least 7 calendar days from the date of the image transmission. After 7 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Truist upon request.
- xi. We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Services and to modify such limits from time to time. Your check deposit limits can be found by logging into the app.
- xii. The manner in which the items are cleared, presented for payment, and collected shall be in Truist's sole discretion subject to the [Bank Services Agreement](#) or [Commercial Bank Services Agreement](#) governing your account.
- xiii. You agree to notify Truist of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Truist account statement is sent. Unless you notify Truist within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Truist for such alleged error.
- xiv. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Truist bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- xv. The image of an item transmitted to Truist using the Services must be legible, as determined in the sole discretion of Truist. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Truist, ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- xvi. You warrant to Truist that:
- You will only transmit eligible items.
  - You will not transmit duplicate items.
  - You will not re-deposit or re-present the original item.
  - All information you provide to Truist is accurate and true.
  - You will comply with this Agreement and all applicable rules, laws and regulations.
  - You are not aware of any factor which may impair the collectability of the item.
  - You agree to indemnify and hold harmless Truist from any loss for breach of this warranty provision.
- xvii. Any breach of the above warranties may result in cancellation of the Services for your specific profile in the Truist mobile application, closure of your accounts, or termination of the client relationship.
- xviii. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or

copies of items deposited through the Services in your possession and your records relating to such items and transmissions.

- xix. You are responsible for hardware and software compatibility to use mobile check deposit service;
- xx. You are responsible for any risk associated with deposits which are fraudulent, of unreadable image quality, or which have an incorrect declared amount;
- xxi. You are responsible for retaining and disposing of paper deposits in a manner consistent with protection against fraud;
- xxii. You agree not to make the Mobile Check Deposit software or any related product available or allow use of it in a computer service bureau business, timesharing, or otherwise disclose or allow use of the Mobile Check Deposit software or any related product by or for the benefit of any third party;
- xxiii. You shall not copy, disassemble, decompile, or otherwise reverse engineer the Mobile Check Deposit software;
- xxiv. If you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile Check Deposit software, in any manner contrary to the terms of the Agreement, Truist shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such actions;
- xxv. Truist's third party suppliers are entitled to exercise any defenses to which Truist would be entitled under our Agreement; and in no event shall Truist's suppliers be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill or other losses resulting from use of the Mobile Check Deposit software or any other product related thereto incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Truist, Truist's supplier, or their respective third party suppliers have been informed of the possibility thereof.

### 13. Truist Text Program Agreement

#### (a) Truist Text Program

For your convenience, Truist offers a service to enable you to receive text notifications regarding 1) information about your account(s) and 2) suspected fraudulent or suspicious activity on your account(s) ("Text Program"). You are under no obligation to use the Text Program. Text Program messages are not encrypted and will never contain your full account number. The information contained in Text Program messages is as of a specific time and date, but because the Text Program is subject to delay or interruption, it should not be considered real time information. You understand that messages through the Text Program may be delayed for a variety of reasons and will not reflect account activity that occurred after the message was sent. Truist may terminate your Text Program at any time without notice.

Text Program is being provided to you for convenience purposes only and does not change your payment or other obligations unless specifically stated otherwise. Information in a response text through the Text Program does not amend, supplement, change or replace any other notice or information that you may receive in connection with your account, including any information provided in a monthly periodic statement or account-related agreements. Text Program is being provided to you and this Agreement is made pursuant to the agreement applicable to the designated accounts. All terms and conditions of your account-related agreements, including any applicable arbitration provisions apply to your use of the Text Program unless specifically modified by this Agreement.

By providing us with a mobile telephone number upon enrolling in the Text Program, you consent to receiving text messages from us at that number concerning your accounts with Truist and you also consent to Truist or our agents or assignees texting you by any method at the number you provide, including our use of automated dialing equipment. The texts include providing you with account reminders and servicing information. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the phone number you provide unless we receive your prior express written consent. Separately from the Text Program, we may text you in response to fraud or other suspicious activity on your accounts as permitted by applicable law. We may contact you using one of the following short codes:

TRUIST (878478): Texting Program Opt In and General Account Servicing Information.

TRUACT (878228): Fraud Alerts

i. Opting Out of the Text Program

To stop receiving text messages from a short code, you can opt out via text message by sending a text that says "STOP" to any of the short codes from which you would like to opt out: 878478 or 878228. If you opt out of one

short code, you will stop receiving texts from that short code only. For example, if you opt out of "878478," then you will continue to receive text message from 878228 (fraud alerts). You may also call the Truist Contact Center at 844-4TRUIST (844-487-8478) to inform us of your choice to revoke consent for these types of text messages. Requests received via mail, email, or in a branch are not acceptable. If you terminate your Text Program, you will no longer receive texts from us through Text Program. Please note you may receive messages related to suspected fraudulent or suspicious activity on your account if you opt out of Text Program Servicing short code (878478). If you opt out of Text Program Fraud Alerts short code (878228), but not the Text Program Servicing short code (878228), you will continue to receive messages from the Text Program short code (878228).

ii. Text Program through Carriers and Providers.

You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. Truist and phone carriers will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text Program.

Truist does not charge you a fee for using our Text Program, but you understand that **your wireless service provider's standard message and data rates may apply to texts sent through the Text Program**, and charges may appear on your wireless bill or be deducted from your pre-paid balance. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Message Frequency may vary.

iii. Questions about Text Program and Notifying Truist of Changes.

For help, text "HELP" to any of the aforementioned short codes: Servicing - 878478 and Fraud - 878228. In case of questions, please call the Truist Contact Center at 844-4TRUIST (844-487-8478). Note that text alerts and related functionalities may not be available on all phones or equipment, or through all wireless carriers.

You will immediately notify us if the mobile phone number you have registered for the Text Program is (1) surrendered by you, (2) changed by you, or (3) no longer used by you by logging into your online banking account at Truist.com or by contacting the Truist Contact Center at 844-4TRUIST (844-487-8478).

iv. On-demand Features of the Text Program.

For your convenience, the Truist Text Program contains a Text Banking feature. This feature allows you on demand access to your checking, savings and credit card account balances, transaction history, as well as ATM and branch locations. For example, if you text "BAL" to the Text Program Servicing short code (878478) for Truist, you will promptly receive a response from us in a one-time text message containing the available balance of all your checking, savings, and consumer credit card accounts. You are under no obligation to use the Text Banking feature. Online and Mobile Banking clients who share mobile phone numbers across multiple online banking profiles are not eligible to use this feature.

The messages that Truist sends in response to your on-demand request through the Text Banking feature are not encrypted and will never contain your full account number. As with other text communications in the Text Program, the information contained in Text Banking messages is as of a specific time and date, but because Text Banking is subject to delay or interruption, it should not be considered real time information. You understand that messages through Text Banking may be delayed for a variety of reasons (e.g., factors relating to your internet service provider(s), phone carriers, or other parties) and will not reflect account activity that occurred after the message was sent. Because the text messages we send to you through Text Banking are one-time, on demand messages, the timing and frequency of the messages you receive will depend on when and how frequently you send a text to us with a designated command to request information. Our response messages will be sent promptly after receiving your request text through Text Banking. **A list of the on-demand commands and message features of Text Banking may be accessed [here](#).**

Truist may terminate your Text Banking service at any time without notice. You may terminate your participation in Text Banking by opting out of the Text Program as described above. If you terminate your Text Program participation, you will no longer be able to take advantage of the Text Banking feature.

(b) Disclaimer of Warranty and Limitation of Liability

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO YOU OR TO ANY OTHER PERSON IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, THE SERVICE OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT ERROR, OR THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED PURSUANT TO THIS AGREEMENT OR BY REASON OF YOUR USE OF THE SERVICE, INCLUDING LOST DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM AN INTERRUPTION IN THE AVAILABILITY OF THE SERVICE, OR ANY COMPUTER VIRUS THAT YOU MAY ENCOUNTER USING THE SERVICE. WE ENCOURAGE YOU TO ROUTINELY SCAN YOUR ELECTRONIC DEVICE USING A RELIABLE VIRUS PROTECTION PRODUCT TO DETECT AND REMOVE VIRUSES FROM YOUR ELECTRONIC DEVICE.

BY ACCESSING THE SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST TRUIST AND ANY THIRD PARTY CONTENT PROVIDERS REGARDING THE INFORMATION PROVIDED AS PART OF THE SERVICE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE SERVICE, AND ANY USE BY YOU OF SUCH INFORMATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL TRUIST OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES (EVEN IF TRUIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM: (1) THE USE OF OR INABILITY TO USE THE SERVICE, (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION, (3) THE COST OF SUBSTITUTE GOODS OR SERVICES, OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THE SERVICE. TRUIST SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST TRUIST AND ANY THIRD PARTY CONTENT PROVIDERS REGARDING REVOCATION OF CONSENT RECEIVED OUTSIDE OF CHANNELS OUTLINED IN THE LIMITATION OF LIABILITY – TEXT PROGRAM SECTION.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRUIST'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE OR CLAIM RELATED TO THIS AGREEMENT, THE SERVICE, ANY PRODUCTS OR SERVICES OBTAINED THROUGH USE OF THE SERVICE, OR [PRIVACY POLICY](#) RELATED TO THE SERVICE, IS YOUR CESSATION OF THE USE OF THE SERVICE.

(c) General

- i. Amendments. We may amend this Agreement from time to time by posting the amended Agreement on our website along with a notice that this Agreement has been amended, or by any other reasonable notification method. You may obtain the most recent version of this Agreement by calling 1-844- 4TRUIST (844-487-8478) to request a copy. Continued use of the Text Program following notice of amendment of the Agreement by Truist constitutes your acceptance of any amendments to this Agreement and your agreement to comply with any changes.
- ii. Text Program Hours. The Text Program is available 24-hours a day, seven days a week, except during maintenance periods.
- iii. Text Program Notifications. We may add, modify or discontinue the Text Program at any time, including changing the terms and conditions governing the Text Program. You agree that we may send you electronic notifications concerning the Text Program, including notice of a change or termination of the



- iv. Text Program. We may also temporarily suspend your use of the Text Program at any time for security reasons or any other reason in our sole discretion. We have no responsibility or liability for Text Program unavailability, interruptions or delays due to any cause.
- v. Confidentiality. Subject to applicable law, we will disclose information to third parties about you and your Account(s): (i) where it is necessary for completing payment transactions; (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the Truist Consumer Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

The Truist privacy policy can be found at <https://www.truist.com/privacy>.

- vi. Access to Other Products and Services. We may provide you access to other financial products and/or services offered by Truist. Access to these products or services may be provided through the use of hyperlinks within the text messages. You agree that when you use these other services, you will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.

#### 14. Additional Services

##### (a) Online Statement and Document Delivery Service ("Delivery Service")

###### i. Service Requirements

The Delivery Service provides you with access to an electronic version of your account statements or other documents for eligible accounts. This Delivery Service permits the flexibility of saving and printing account statements at any time. You may be notified through email when your statement is ready for viewing. You must validate your email address upon enrollment.

###### ii. Eligible Accounts

Online statements and documents for eligible accounts such as checking, savings, money market, Asset Management Account, loan and lines of credit, and credit card accounts that have recurring periodic statements and that are included in a customer's portfolio of accounts accessed through Truist's Online Banking Service are eligible for the Delivery Service. Truist reserves the right to change or modify decisions regarding account eligibility in its sole discretion.

If you are the owner of an account with other owners, you agree and understand that only a single email notification, to the email address designated for the Delivery Service, may be provided when the statement is ready for reviewing; as such, each account owner may not receive such email notification. You agree and consent that access through the Delivery Service to one copy of an electronic record, such as an account statement, service agreement amendment, or a notice or disclosure required under applicable law, through an email address designated for the Delivery Service constitutes sufficient and effective delivery to you of such document as required by applicable law, rule or regulation.

###### iii. Online Statement Delivery

As a Truist Online Banking client you accept the terms of the Delivery Service for any accounts for which you elect to receive an electronic version of your account statements or other documents. If you currently receive a consolidated statement that includes multiple accounts and you opt for online statement delivery, all accounts shown on the consolidated statement will be automatically enrolled for online statement delivery. You can view, print and download your current statement(s) and available statement history.

Truist will not deliver paper statements or cancelled checks for any of the accounts included in the Delivery Service. If you currently receive your returned checks in your paper statements, this will be discontinued. In the event that you request paper delivery versus electronic in the future, this will not reinstate the returned checks.

You also agree to receive any legal notices or other important information currently delivered with your paper



statements ("Statement Inserts") regarding these accounts only online. We may from time to time offer other legal notices through the Delivery Service. Your request for such delivery will be your acknowledgement that this section governs the delivery of the legal notices.

Examples of Statement Inserts that may be delivered online include, without limitation, change of account terms notices, privacy statements, and regulatory notices.

iv. Termination Rights

You may stop receiving electronic statements at any time by calling us at 844-4TRUIST (844-487-8478), stopping by your branch, or signing on to Online Banking and changing your delivery preference. If you terminate the Delivery Service and return to receiving paper statements for your accounts, you will be charged a fee for paper statement delivery if such fee is disclosed for your account type on the applicable deposit accounts fee schedule.

v. Receiving Statement Photocopies

You can print a copy of your available online statements at any time. You can, also obtain a photocopy of your statement from Truist at any time. We will send you a photocopy of a statement previously delivered through the Delivery Service at your request. The standard fee then in effect and charged for paper delivery of account statements will apply. Please refer to your [Personal Deposit Accounts Fee Schedule](#) or [Business Deposit Accounts Fee Schedule](#). Paper copies of statements can be requested by contacting us at 844-4TRUIST (844-487-8478). A request for a paper copy does not terminate the Delivery Service.

vi. Minimizing Risks

Certain risks are associated with the transmission of information relating to Delivery Service through the Internet, including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. The Delivery Service information or notification sent to you by email is an unencrypted, automatic alert. Although this information or notification is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of your name or other identifier, which could be seen or intercepted by others if delivered to an email address or other computers or electronic devices not exclusively under your control. Do not respond to these communications by return email, or respond to the communications to request information, service, paper copies or other items or to revoke consent. We will not be able to act upon requests made in that manner.

(b) Check and Deposit Images

You may view digital images of recent canceled (paid) checks and deposit slips. Online images may be viewed only for such periods of time as we may establish, after which copies are normally available from our archives upon request (we may charge a fee for such copies).

As is common industry practice with various check truncation or safekeeping services, we destroy the original items but retain the images for at least the number of years required by law. If an image of a check is missing or is illegible, we will attempt to provide you with a legible copy upon your request, if you give us adequate information to identify the specific check. However, we will have no liability to you if we are unable to provide a copy within your requested timeframe, or at all, due to any reason other than our gross negligence, willful misconduct or criminal conduct. We reserve the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond our control.

(c) Balance Inquiries

You may use the Service to check the balance of your accounts. The balances shown may differ from your records because they may not include deposits not available for withdrawal, outstanding checks or other withdrawals, payments or charges.

(d) ACH Transfer Service

i. General

If you have enrolled in the ACH Transfer service, you may use the service to initiate ACH entries only from your business accounts. You may initiate instructions to us to make credit and/or debit entries to accounts of other persons on your behalf through the nationwide Automated Clearing House (ACH) payment system (or in the case of on-us entries to Truist accounts, through internal processing). We may determine whether to offer ACH credit and/or debit capability to you, in our discretion.

## ii. Nacha Rules

ACH transactions are governed by the Nacha (National Automated Clearing House Association) rules. In the event of any conflict between the Nacha rules and any provision of this Agreement, the Nacha rules will prevail. Use of the ACH Transfer service requires you to understand and comply with the Nacha rules, and you agree to do so

with respect to all entries, whether or not sent through the ACH system. You may obtain a copy of the current Nacha rules at [www.nacha.org](http://www.nacha.org).

## iii. Definitions

Under the Nacha rules, the parties to a typical ACH transaction are defined as: (i) the receiver (the person who authorizes you to credit or debit its account); (ii) the originator (you, or the person who initiates ACH entries); (iii) the originating depository financial institution or ODFI (Truist, or the bank that transmits your entries to the ACH system); (iv) the ACH operator (the central clearing facility that transmits entries and performs settlement functions between the financial institutions involved); and (v) the receiving depository financial institution or RDFI (the receiver's bank which posts entries to the receiver's account).

The term entry or entries under the Nacha rules means an electronic order or request for the transfer of funds, and for purposes of this agreement, also may refer to the data you send us from which you initiate such transfers of funds. Any other capitalized terms used in this section that are not defined herein or elsewhere in this Agreement will have the meanings set forth in the Nacha rules.

## iv. ACH Security Procedures

The Security Procedures for the ACH Transfer service are described below. You agree that use of the ACH Transfer service constitutes acceptance of the below Security Procedures, and agree that the Security Procedures are commercially reasonable for your use of the service, including the size, type and frequency of any possible transactions that may be initiated from your accounts that may be associated with the service now or in the future.

- Users will be required to use valid access credentials to sign on to the application, and must have been granted necessary entitlements to be able to use the ACH Transfer service.
- In order to transmit an ACH entry, an entitled user must enter a one-time passcode in order for the entry to be released and processed.

Any entry or other instruction purporting to have been transmitted or authorized by you, but, which in fact was not authorized, will be deemed effective as your entry or instruction, and you will be obligated to us for the amount thereof, provided we acted in good faith and in compliance with the Security Procedures. With respect to any entry or other instruction, which was in fact transmitted or authorized by you, you will be obligated to us for the amount thereof, whether or not we complied with the Security Procedures and whether or not the entry was erroneous in any way or the error would have been detected had we complied with such procedures.

## v. Dual Approvals

When it becomes available, the bank strongly recommends the use of the dual approval feature for ACH entries, involving two users from different job functions. Dual approval can be established by the Business Profile Owner. In order to use dual approval, you must have at least one additional user who is also an approver. Under dual approval, one user must initiate or authorize the ACH entry using Online Banking and a separate user who is an approver must approve the ACH entry.

## vi. Processing your ACH entries

The types of ACH entries you may initiate will be limited to the ACH standard entry class (SEC) codes assigned based on the ACH entry types selected with the service. Except as provided below with respect to on-us and rejected entries, we will:

- (i) process properly formatted entries conforming to the specifications in the Nacha rules;
- (ii) transmit the entries as an ODFI to any ACH operator we select; and (iii) settle for such entries as provided in the Nacha rules. Refer to Funding Obligations section.

Except for any rejected entries as provided below, an on-us entry received for credit or debit to a receiver's account at Truist will be posted to that account on the date you request (the effective entry date), provided it complies with

all the requirements of this agreement and is received by the applicable processing deadline. If such entry is received after the deadline, we will use reasonable efforts to credit or debit the receiver's account on the next business day after the effective entry date.

In our sole discretion, we may verify any entry by any method we choose, including but not limited to contacting you or your administrator to authenticate an entry, but we are under no obligation to do so. If we are unable to verify an entry, we may choose not to process or we may delay implementing any instructions if we are unable to obtain verification satisfactory to us.

vii. Processing schedule for ACH entries

ACH entries received within the current business day's published processing timeframes and/or before the final deadline of 8 pm ET will be transmitted to the ACH operator on the same day. You may submit ACH entries by using the service 24-hours a day, 7 days a week; however, ACH entries will be processed only on business days. ACH entries will not be processed on standard Federal Reserve holidays. Please refer to the Federal Reserve's website [FRBServices.org](https://www.frb.org/services/ach) to view the current year's holiday schedule.

viii. Errors and ambiguities

You must ensure the accuracy of your entries and instructions. If an entry describes the recipient inconsistently by name and account number, payment may be made based solely on the account number you supplied, even if the account belongs to a person who is not the recipient. You are responsible for any loss associated with such inconsistency and your obligation to pay us the amount of the entry is not excused in such circumstances.

ix. Reversal requests

A request to reverse an ACH entry may be submitted to correct an erroneous or duplicate credit or debit entry previously initiated to a recipient's account. ACH reversals must be submitted within 5 banking days of the effective entry date. In our discretion, we may accept a late reversal request, however we are not required to accept a reversal request beyond 5 banking days of the effective entry date. Return of funds are not guaranteed.

ACH reversal requests are subject to the receiving depository financial institution's right to return the reversal. You must reimburse us for any expenses, losses or damages we may incur in implementing or attempting to implement any such request. Refer to the Nacha rules for specific obligations and instructions. You may submit ACH reversal requests via a link to an ACH Reversal Request Form that's available within the Online Banking service, or by calling the Truist Contact Center at **844-4TRUIST (844-487-8478)**.

x. Rejected entries, returned entries, notifications of changes

We may reject any entry that does not comply with any requirement of this agreement, the Nacha rules or any applicable law, including, without limitation, for any of the following reasons: (i) your failure to transmit entries of the type and manner prescribed by the agreement, the Nacha rules, or any related agreements; (ii) your failure to follow all applicable security procedures, or our inability to verify the authenticity of any entries or instructions; or (iii) your failure to comply with any of your funding obligations set forth Funding Obligations section, or your failure to have available, collected funds in your account in an amount equal to the credit entries you have submitted. Additionally, we may reject any on-us entry for any reason for which an entry may be returned under the Nacha rules. We will promptly notify you of any rejected entries, and such notice may be through the service or via other means. We will have no liability to you or any other person by reason of the rejection of any entry, unless such rejection is caused solely by our gross negligence, willful misconduct or criminal conduct.

We will promptly notify you through the service or via other means of any entries returned to us by the ACH operator. Except for entries you retransmit in accordance with the requirements of this agreement and the Nacha rules, we will have no obligation to retransmit a returned entry to the ACH operator, provided we complied with the agreement and the Nacha rules with respect to the original entry. You are responsible for correcting and resubmitting any rejected or returned entries, except we will do so if the rejection or return was caused by our error, provided sufficient data is available to us to effect such resubmission.

We will promptly notify you of notifications of changes (NOC, as defined in the Nacha rules) we receive related to your entries. In certain cases, we will make corrections pursuant to NOCs on your behalf, and when we do so, we will notify you via email. You will be contacted for other NOCs where corrections are not made by us, except for NOCs we refuse as provided in the Nacha rules, and you must correct any entry information required by such NOC prior to the initiation of the next such entry to the same recipient's account or within 6 business days of your receipt of the NOC information, whichever is later.

xi. Daily caps and thresholds

The maximum aggregate amount of ACH entries you may initiate in any rolling 3 business days is the lesser of your collected and available balance or \$500,000. We may establish and change at any time in our discretion ACH daily caps on the dollar amount of ACH entries you may initiate, without notice to you, and we will have no liability to you or any other person if we reject or suspend processing any entries that would exceed such limits.

xii. Payments of debits and credits

We will debit the amount of each credit entry two business days prior to the effective date unless you have scheduled the credit entry for the next business date, then it is debited the day the credit entry was scheduled. We may place a hold upon the funds in your account in the amount of all credit entries when we receive your file containing ACH credit entries. We will pay you the amount of each debit entry that we have originated on your behalf, and you must pay us the amount of each debit entry that is returned by the RDFI, all at such times as we may determine and in accordance with the Nacha rules. We will pay you on the settlement date the amount of each returned credit entry. All of the foregoing types of payments will be made by our crediting or debiting, as appropriate, the account(s) you designate for use with ACH Transfer services. Any credits to your account related to ACH Transfer services will be subject to our normal policies concerning when deposited funds are available for withdrawal.

xiii. Representations and warranties

Each time you or any person you authorize transmits an entry to us, you represent and warrant to us and agree: (i) the types of entries transmitted are limited to those standard entry class codes you and we have agreed to; (ii) each person shown as recipient has authorized the initiation of the entry and the crediting or debiting of its account in the amount shown and on the designated effective entry date; (iii) each entry is authorized as required by Nacha rules; (iv) you have performed your obligations under this agreement in accordance with all applicable law; (v) you make additional warranties to us, which are the same warranties we, as an ODFI, make under the Nacha rules, and (vi) all ACH transactions conducted through the service are being conducted by you, or by an authorized user or administrator on your behalf, and not on behalf of any other person or entity that has not enrolled in the service.

xiv. Indemnification

You agree to bear all liability for, and to indemnify and hold us harmless against fines, penalties or other liabilities relating to ACH services which may be imposed on us by anyone, including Nacha's national system of fines, and which are assessed due to your failure to comply with applicable law or the Nacha rules, and any losses or costs we may incur arising in connection with a breach of your representations and warranties. You further agree we may collect any such fines, penalties or other liabilities from you through our normal processes for collecting fees, by debiting any of your accounts with us or our affiliates, or by setting off such amounts against any amounts we may owe to you, in each case without notice to you.

xv. Record retention

You agree to retain data adequate to permit the remaking of entries for at least 5 business days following the date of transmittal to us, and to provide such data to us upon request. You also agree to comply with all record retention requirements set forth in the Nacha rules including, without limitation, requirements relating to the retention of recipient authorization records and any source documents. We have the right to review any of your authorization records or source documents at any time, which you agree to provide to us promptly upon request.

xvi. Third-party service providers or third-party senders

You may not use the service to initiate ACH transactions on behalf of another entity or person unless you are initiating such transactions as an authorized user or administrator on behalf of an entity that has enrolled in the service.

(e) Wire Transfer Service

i. General

If you have enrolled in the Wire Transfer service, you may use the service to initiate wire transfers from your eligible business or personal accounts. For personal accounts, international wires are not permitted, and only the authorized Business Profile Owner may initiate domestic wire transfers from their personal accounts.

ii. Wire Security Procedures

The Security Procedures for the Wire Transfer service are described below. You agree that use of the Wire Transfer service constitutes acceptance of the below Security Procedures, and agree that the Security Procedures are commercially reasonable for your use of the service, including the size, type and frequency of any possible transactions that may be initiated from your accounts that may be associated with the service now or in the future.

- Users will be required to use valid access credentials to sign on to the application, and must have been granted necessary entitlements to be able to use the Wire Transfer service.
- In order to initiate a wire transfer, an entitled user must enter a one-time passcode in order for the wire to be released and processed.

Any wire transfer instruction purporting to have been transmitted or authorized by you, but, which in fact was not authorized, will be deemed effective as your instruction, and you will be obligated to us for the amount thereof, provided we acted in good faith and in compliance with the Security Procedures. With respect to any wire transfer instruction, which was in fact transmitted or authorized by you, you will be obligated to us for the amount thereof, whether or not we complied with the Security Procedures and whether or not the instruction was erroneous in any way or the error would have been detected had we complied with such procedures.

iii. Applicable Law

All wire transfer orders (including any rights to modify or cancel such orders) are governed by UCC Article 4A, except where modified by this agreement or superseded by any applicable funds transfer system rule, pursuant to UCC section 4A-501. You agree to comply with and be bound by all of the foregoing, as applicable.

iv. Acceptance and execution of wire transfer orders

We will use our best efforts to execute any wire transfer instruction, which we agree to accept pursuant to this agreement, on the same business day it is received (or on the business day requested for future-dated wires), provided it requests a debit from an account you have designated for wire transfers, and we receive it in the required manner prior to any cut-off hour we may establish from time to time. Requests received after the established cut-off time, weekends or bank holidays will be deemed received on the next business day. We may handle transfer orders in any order in our sole discretion. We may choose any means, intermediaries or transfer systems to execute any wire transfer order and may use any of our domestic or foreign correspondent banks to facilitate or effect a transfer. We may also substitute or insert a routing number of an intermediary or beneficiary bank provided in your instructions, provided that the substituted or inserted routing number identifies the same intermediary or beneficiary bank. We will use reasonable efforts to send a confirmation of each transfer order, and you must promptly review and report any problems to us.

We will be deemed to have accepted a transfer order only when we have fully executed it. We may return or reject any wire transfer request, or impose conditions that must be satisfied before we will accept it, for any reason in our sole discretion (including but not limited to a wire that exceeds the available balance of funds in an account or which does not comply with our procedures), and without any liability to you or any other person. In addition, a receiving bank, or the Federal Reserve Bank, may return or reject a wire transfer. We will have no liability to you or any other person by reason of the rejection of any wire transfer, unless such rejection is caused solely by our gross negligence, willful misconduct or criminal conduct.

In our sole discretion, we may verify any wire transfer instruction by any method we choose, including but not limited to contacting you or your administrator to authenticate the wire, but we are under no obligation to do so. If we are unable to verify a wire transfer instruction, we may choose not to process or we may delay implementing any instructions if we are unable to obtain verification satisfactory to us.

v. Cancellations and return wire requests

Any instruction canceling or amending a wire transfer is not effective unless we receive such Instruction at a time and in a manner affording us a reasonable opportunity to act before processing the wire. You may not be able to cancel or amend a wire transfer after it is processed by us. However, we may, at our discretion, use reasonable efforts to act on an instruction for cancellation or amendment. If you ask that we attempt to recover a wire transfer, you may be required to deposit funds with us or provide other payment assurances that are satisfactory to us to cover the cost, expense, charges, and/or attorneys' fees incurred by us in our recovery attempt, and you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to recall or amend a processed wire transfer. Our attempt to recover funds shall not be an acceptance of responsibility for the completed wire transfer. We do not guarantee the recovery of all or any part of a wire transfer, and any of our expenses of a correspondent bank relating to the recall or return of funds shall be deducted from the amount of the returned funds. In the event we receive the return of funds in a currency other than U.S. Dollars, we will

convert the funds into U.S. Dollars at our current buying rate for that currency on the date of return. We shall not be liable for any resulting exchange losses. To request a wire transfer cancellation or return wire request, please call Truist Online Banking Support at **844-4TRUIST (844-487-8478)**.

vi. Processing Schedule for wire transfers

Wire transfers are executed real-time throughout the business day, assuming the wire transfer has not been rejected by the service or returned/suspended by us due to insufficient, inaccurate or inappropriate wiring instructions. You acknowledge our right to reverse, adjust, stop payment or delay any transfer order subject to the rules, regulations, laws and operating circulars of any transfer system. Final cut-off for same day wire through the service are as follows:

International wire transfers: 6 pm ET Domestic wire transfers: 6 pm ET

Although you may submit wire transfers by using the service 24-hours a day, 7 days a week, wire transfers will be processed only on business days, subject to system availability.

vii. Name and Account Number Inconsistency; Erroneous or Ambiguous Instructions.

You acknowledge and agree that you are solely responsible for the accuracy of wire transfer instructions provided to us. If a wire transfer instruction inconsistently describes the beneficiary, beneficiary's bank, or intermediary bank by name and number, payment might be made by the intermediary or beneficiary's bank on the basis of the number even if the number identifies a person or bank other than the named beneficiary or bank. You agree that we have no obligation to detect errors in or to question your instructions, and you shall be responsible for any loss associated with such inconsistency and agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. If we believe your instructions are ambiguous or may contain errors, in our sole discretion we may, but are not obligated to, delay the execution of any wire pending receipt of clarification from you.

viii. Foreign wires and fees

International wire transfers initiated within the service are in US dollars only, and can only be initiated from business accounts. If you request an international wire transfer, we, or any correspondent or intermediary bank, reserve the right to convert the amount of any wire transfer to a local (generally beneficiary's country) currency prior to executing the transfer. In the event you designate an intermediary bank in your wire transfer instructions, we will first send the wire transfer to our correspondent bank, and such correspondent bank will then route the wire transfer to your designated intermediary bank. You accept all risks of currency exchange rate fluctuations between the time you initiate a foreign wire request and the time it is completed. In addition to paying our foreign wire transfer fees, you shall be responsible for paying any and all fees charged by our correspondent banks, intermediary banks and paying agents for handling or forwarding an international wire transfer, some, if not all of which, may be deducted from the wire transfer proceeds. You authorize us to instruct any correspondent or intermediary bank to obtain payment of its charges by withholding such charges from the amount of the wire transfer.

ix. Daily caps and thresholds

The maximum aggregate amount of wire transfer entries you may initiate in any rolling 3 business days is the lesser of your collected and available balance or \$500,000. We may establish and change at any time in our discretion wire transfer daily caps on the dollar amount of wires you may initiate, without notice to you, and we will have no liability to you or any other person if we reject or suspend processing any entries that would exceed such limits.

x. Liability related to wire transfer services

Our liability for a wire transfer shall be limited to errors or delays in the wire transfer per applicable law and we shall not be liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. We are not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, errors by another bank, refusal or delay by another bank to accept the wire transfer, acts of war or terrorism, regulatory or emergency conditions, fire, earthquake, or other circumstances outside of our control.

Except as otherwise required by applicable law, any damages or other compensation due to you resulting from our negligence with respect to a wire transfer shall be limited to interest on the funds at issue at the federal funds rate paid by us at the close of business on each day the error or delay remains uncorrected; provided, however, if we are unable to recover the funds from the transferee who has no claim to all or any portion of the funds

erroneously transferred as a result of our negligence, we shall be liable for your actual loss, not to exceed the amount of funds which we are unable to recover, plus interest at the rate described above.

(f) Download Services

Download Services enables you to download specific information from Online Banking into Quicken®, QuickBooks®, and other software applications. It is your responsibility to obtain a valid and separate license agreement with the provider of the software application.

You understand and agree that:

- i. The information you download is for tracking purposes only and should not be considered an official record. Statements generated by Truist are the sole official record of Truist account transactions, positions, and balances.
- ii. The account information will not reflect banking or financial activities and transactions that have not yet been posted to your account and will only reflect the account information at the time that you download the information. Pending transactions on your account will not be included in your download.
- iii. It is your responsibility to update your downloaded account information to your software application. Truist will not initiate updates to downloaded information.

Truist is not liable for any loss, damages or expenses of any kind as a result of your reliance upon the downloaded information in your software application.

Transmission and Storage

You agree and understand that:

- i. You assume all risk for the possibility that any account information you download and store in your software application may be accessed by unauthorized third parties;
- ii. if you send the information in a manner that is not secure, or if you take the account information out of Truist's secure environment by downloading it, Truist is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely yours (or may be shared with others, such as your software application provider); and
- iii. Truist is not responsible for the security and confidentiality of the account information if you: (i) use unsecured wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded; or (ii) allow other persons access to your software application.

You agree that any account information that you download is processed at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or storage of your account information in an electronic device.

Additional Limitations of Liability

You agree that Truist will not be liable to you for:

- i. your inability to use the download service;
- ii. the accuracy, timeliness, loss, or corruption of account information;
- iii. unauthorized access to your account information and any misuse, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions; or
- iv. your inability to access your account information (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), acts of God, strikes, or other labor problems).

(g) Direct Connect for QuickBooks® and Quicken®

Direct Connect is an additional service that allows the ability to download transactions, update account balances automatically, and utilize the Bill Pay Service and Internal Funds Transfers features of the Online Banking Service using the desktop version of QuickBooks or Quicken.

- i. Software

Before you may use the Direct Connect service, you must have separately purchased and installed Intuit QuickBooks or Quicken software. The software must be a version that is compatible with the Direct Connect service. You acknowledge and agree that we have no responsibility for, we make no representations or warranties of any kind with respect to, and we have no liability for QuickBooks or Quicken software or any software materials provided in connection with such software. QuickBooks and Quicken are registered trademarks of Intuit, Inc. (hereinafter referred to as "QuickBooks").

ii. Service Description

Through your QuickBooks software application, you may view balance and transaction information for Accounts included in your Online Banking profile, download financial information from those Accounts, and submit Bill Pay transactions or Internal Funds Transfers between those Accounts. You may have view-only access to your loan and credit card Accounts through Direct Connect. You are solely responsible for granting permissions to your users who are authorized to use your QuickBooks software application to access those Accounts included in your Direct Connect service, including to initiate Bill Pay or internal transfers and to download financial information through the Online Banking module of QuickBooks. If you grant access to a user to the Online Banking module in QuickBooks, you will be allowing that user to initiate Bill Pay transactions, transfer funds, and view and download Account information for any of the Accounts included in your Direct Connect Service setup. If you grant a user view-only access in QuickBooks, you are allowing that user to view Account transactions and balance information as it is reported through QuickBooks. You may access Account information through the Direct Connect Service 24 hours a day, 7 days a week, except for interruptions due to maintenance, system unavailability, or as a result of matters beyond our control. If you are unable to view or download Account information due to system unavailability, you should contact Truist Customer Service according to the instructions provided on the [truist.com](https://www.truist.com) website.

The Bill Pay Service and Internal Funds Transfers terms and conditions (contained within this Agreement) apply to bill payments and Internal Funds Transfers initiated within Direct Connect; the Download Services terms apply to information downloaded to Quicken via the Direct Connect service; and all other applicable terms of this Agreement apply to your use of the Direct Connect service.

iii. Cancellation Requests

You may cancel or edit any scheduled payments or transfers (including recurring funds transfers) by following the directions within the QuickBooks software application. Once we have begun processing a transfer or payment, it cannot be cancelled or edited.

iv. Termination

In the event you wish to terminate the Direct Connect service, you may do so by canceling the service within Online Banking. Any transfer(s) we have already processed before the requested termination date will be completed. You are responsible for canceling any scheduled transfers (including bill payments and recurring payments) before the requested termination date.

(h) Deals

The Truist Deals Program (the "Program") allows certain Truist customers with eligible Truist Personal Credit Cards, Personal and Business Debit Cards, and Money Account Cards ("Card" or "Cards") to earn a statement credit or cash back when they use their Cards at retailers participating in the Program ("Participating Merchants"). Only Truist customers who have enrolled in Truist Online Banking at [Truist.com](https://www.truist.com) or the Truist Mobile Banking App are eligible to participate.

Participating Merchants will offer a statement credit or cash back when customers use a Card to purchase certain items offered by the Participating Merchant ("Offer" or "Offers").

All customers who participate in the Program are subject to these terms and conditions (the "Rules") and any terms and conditions of an Offer established by Participating Merchants. These Rules supplement your Truist Bank Services Agreement, Commercial Bank Services Agreement, Money Account Cardholder Terms and Conditions, Truist Consumer Credit Card Agreement, and any other applicable agreement governing your Card account and associated services ("Account Agreements"). You agree to notify all other customers who have a card linked to your Card(s) of these Rules. Any customer who has a card linked to your Card(s) may be eligible to select and redeem Offers. In the event of a conflict between your Account Agreements and these Rules, the Rules will govern any matter relating to the Program while your Account Agreements will govern all other matters.

In these Rules, "Truist," "we," "our," and "us" refer to Truist. "You" and "your" mean every eligible person or entity who uses a Card. By participating in the Program, you agree to these Rules and agree that the Rules may be



modified at our sole discretion, from time to time, with or without prior written notice. We reserve the right to terminate, modify, amend or suspend this Program in whole or in part at any time without notice to you. Your continued use of your Card constitutes your consent to these Rules.

i. Eligibility for the Program

Cards are automatically eligible for the Program. There is no enrollment required. However, you must meet the Program requirements to participate and earn a statement credit or cash back, including: (a) your Card must be active and in good standing at the time any statement credit or cash back is applied to your Card account; (b) you have enrolled in Truist Online Banking at Truist.com; (c) you meet the terms and conditions established by a Participating Merchant on an Offer; and (d) you continue to satisfy all eligibility criteria that we establish for the Program.

ii. Earning a Statement Credit or Cash Back from the Program

The Program is only available to customers who have online access to the Card through Truist Online Banking at Truist.com or the Truist Mobile Banking App. You must log on to Truist.com or the Truist Mobile Banking App (the "Program Website") in order to see the list of Participating Merchants and the Offers. To be eligible for a statement credit or cash back in connection with an Offer, select the Offer by clicking on it and the Offer will load to your Cards. You cannot redeem Offers and earn a statement credit or cash back unless you first select them at the Program Website.

Participating Merchants set the terms and conditions for each Offer. You should review the details of the Offer, including any expiration date, before you select it and load it to your Card. Once you have loaded it, you must complete the specified purchase, and meet any other terms of the Offer, to earn a statement credit or cash back. In general, a statement credit or cash back will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types, nor for the amount of tax or shipping and handling paid on a purchase; ATM transactions; or any transaction violating any federal, state or local law.

We try to provide Offers to places you've shopped or to similar merchants where you may like to shop.

The Program is separate and independent from any Truist Consumer Credit Card Rewards Program in which you are enrolled related to your Truist Consumer Credit Card Account(s). Any cash back earned through the Truist Deals Program is not eligible for any deposit bonus or other incentives that may be available when you redeem your Truist Consumer Credit Card Rewards. Deals offered through the Truist Deals Program are available apart from any rewards you may earn through any Truist Consumer Credit Card Rewards Program and will not accrue in your Truist Consumer Credit Card Rewards Program account.

iii. Statement Credits and Cash Back

You will usually receive a statement credit or cash back earned on an Offer in the month following your purchase. If you have more than one Truist account, Truist initially sets a default account to receive the statement credit or cash back; however, you may change the default account to another account ("Designated Account") in "Settings" on the Program Website. An individual may change the Designated Account to any account in which they are a joint or individual owner. Only one Designated Account may be selected at any time.

Your Designated Account must be open and in good standing in order to receive statement credits or cash back. If your Designated Account is closed by you or by us but you have other open accounts available, we may – in our sole discretion – select an alternative account to apply a statement credit or cash back. If you have no open Truist accounts when the cash back or statement credit is to be applied, you will forfeit any cash back that has not yet been applied to an account.

We will show the amount of the statement credit or cash back for Offers applied to your Designated Account on the Designated Account statement and on the Program Website.

Participating Merchants establish the terms of an Offer and fund the corresponding statement credit or cash back. Cardlytics administers the Program including collection of funds due from the Participating Merchants and remittance of these funds to Truist for applying to your Designated Account. You are not entitled to compensation from us or Cardlytics for the expiration or forfeiture of your Offers for any reason.

iv. Errors in Redemption, Statement Credit or Cash Back

In the event you have questions or believe an error has occurred relating to your redemption of any Offers, please call Truist at 844-4TRUIST (844-487-8478), 24 hours a day, 7 days a week. You may also review the status of

Offers on the Program Website.

Statement credit and cash back may take up to fifty (50) days from your purchase (date the charge appears on your Card account statement) to appear in your Designated Account or alternate account. If you believe that you have made purchases that should have earned a statement credit or cash back, but a statement credit or cash back has not been applied to your Designated Account or alternate account, you may contact us to investigate. If you do not contact us within ninety (90) days of your purchase date, we will not be obligated to investigate your request and your ability to claim a statement credit or cash back will be deemed waived.

v. Limited Liability

Unless otherwise required by law or as expressly stated in writing in an agreement between Truist and you, Truist and its affiliates, officers, directors, employees, or agents will not be liable to you, or anyone making a claim on your behalf, in connection with (i) any change in the Program; (ii) any claim relating to products or services of any Participating Merchant, whether or not arising out of the Program; (iii) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (iv) any content, products or service appearing on a website to which we provide a link from the Program Website; (v) any claim relating to the terms and conditions of any Offers; or (vi) any taxes that you incur as a result of receiving a statement credit or cash back. Participating Merchants are solely responsible for the Offers and funding of a statement credit or cash back to you. In any event, any liability that Truist may have to you in connection with the Program shall be limited to the amount of any statement credit or cash back from Offers which have earned in accordance with the Rules of the Program and that Truist has received from Cardlytics and the Participating Retailers.

vi. No Warranties

Truist and Cardlytics do not: (i) endorse any Participating Merchants; (ii) make any express or implied warranty regarding any Participating Merchant's goods or services; (iii) assume responsibility for any Participating Merchant's obligation to you, including the payment of any statement credit or cash back offered by the Participating Retailer; or (iv) guarantee the performance of any Participating Retailer under the Program. Truist does not operate or control the products, services, or initial payment of Offers made by Participating Merchants. Participating Retailers are solely responsible for the funding of Offers through Cardlytics to Truist.

vii. Your Information

We do not share your personal information with Participating Merchants. Please refer to the [Truist Privacy Policy](#) for more information about Truist's privacy practices.

Offer alerts will be sent to you as reminders of new Offers, expiring Offers and other program information. You may opt out of receiving these Offer alerts by changing your alert settings at Truist.com. Cardlytics will not send you any Offer alerts. All Offer alerts will come directly from Truist.

viii. Opting Out

You may opt out of receiving Offers on the Program Website. If you opt out, you will not receive any further Offers. Purchases made after the opt-out date will not earn any statement credit or cash back even if you loaded an Offer to your Card before you opted-out.

You may continue to see Offers information and alerts until the change becomes effective. You will forfeit any statement credit or cash back that has not yet posted to a Designated Account upon cancellation of your participation.

ix. General

The Program is void where prohibited by law and subject to the Program Rules and the terms in your Account Agreement, including, but not limited to, the arbitration of disputes provisions contained in your Account Agreement.

This Program is offered at our sole discretion and we have no obligation to continue the Program or to make the Program available to you. We reserve the right to amend, cancel, change, discontinue, or suspend the Truist Deals Program, in whole or in part, at any time in our discretion with or without notice to you; any such action shall be effective as of the time we determine. You agree that any notice or communication we elect to provide you in connection with the Program, including (without limitation) any notice of a change in terms, may be provided to you electronically by either posting such notice at our website or by transmitting to your e-mail address any such notice (or a message as to the availability of such notice at our website). In any event, it is your responsibility to periodically review the Program Terms at our website to ensure that you are aware of the most current Program

Terms.

(i) Planning & Aggregation Services

By opting into to our Planning & Aggregation Services, you will have the ability to manage all of your financial information in one place (including accounts from other businesses and financial institutions). This service uses

proprietary technology that allows you to link and view account information from websites designated by you. By using this service to access a third party website you designate, you agree to the following:

- i. **Provide Accurate Information.** You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- ii. **Proprietary Rights.** You are permitted to use content delivered to you through the service only on the service. 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 the service technology, including but not limited to, any Java applets associated with the service.
- iii. **Content You Provide.** You are licensing to Truist Financial Corporation and its affiliates ("Truist") and its service providers ("Service Provider") any information, data, Passwords, materials or other content (collectively, "Content") you provide through or to the service. Truist and Service Provider may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Truist and Service Provider may use the Content for the purposes set out above. As between Truist and Service Provider, Truist owns your confidential account information.
- iv. **Third Party Accounts.** By using the service, you authorize Truist and Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Truist and Service Provider a limited power of attorney, and you hereby appoint Truist and Service Provider as your true and lawful attorney-in-fact and agent, 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 internet sites, servers or documents, retrieve information, and use your information, all as described above, with the 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. YOU ACKNOWLEDGE AND AGREE THAT WHEN TRUIST OR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, TRUIST AND SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service. Note that assets held by third-parties may not be covered under the Securities Investor Protection Act (SIPC).
- v. **Balances and transactions provided by this service** are only intended to 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. This service is provided for informational purposes only and is not intended for executing trades or for other transactional purposes. You should not view the service as a replacement for advice from a competent financial professional.

**DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRUIST AND SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE

SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TRUIST AND SERVICE PROVIDER MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRUIST OR SERVICE PROVIDER THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER TRUIST OR SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF TRUIST OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

- vi. Indemnification. You agree to protect and fully compensate Truist and Service Provider and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone. You agree that Service Provider is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Service Provider were a party to this Agreement.

(j) Commercial Loan Dashboard

The Commercial Loan Dashboard (the "CLD"), accessible through Online Banking, allows entitled Users to view and receive information related to loans and other financial products ("Loan Products") provided by Truist to a Client, to share information with Truist in connection with Loan Products and to submit applications on behalf of a Client for Loan Products. The CLD shall be deemed a Service for all purposes of this Agreement.

Truist shall determine in its sole discretion which functions and Loan Products are accessible via the CLD and may remove any function or Loan Product from the CLD at any time without notice.

The Business Profile Owner, each Administrator and each other User granted permission to access the CLD (all of the foregoing are referred to as "CLD Users" and each a "CLD User") will be able to access, view and exchange all Loan Product information and other documents contained in the CLD, whether shared by Truist or any CLD User ("CLD Information") and engage in transactions with respect to the Loan Products as functionality is made available in the CLD. Without limiting the foregoing, CLD Users will be able to: (1) view all Loan Product information and documentation shared by Truist through the CLD; (2) upload and share financial and other information relating to Client or any other entity or individual, all of which shall be considered CLD Information; (3) access, view and share information uploaded by any other existing or future CLD User, all of which shall be considered CLD Information; (4) on behalf of Client, prepare and submit to Truist applications for certain Loan Products (including new Loan Products and modifications and/or renewals of existing Loan Products); and (5) engage in such other transactions with respect to Loan Products as may be available through the CLD from time to time. You are responsible for: (1) ensuring that the Business Profile Owner and Administrators permission only CLD Users who You intend to have access to CLD Information that is uploaded to or accessible via the CLD and who have authority to take action on behalf of the Client; and (2) enacting such processes and procedures as You

deem necessary to instruct all CLD Users as to the information which they may upload to the CLD and any action they may take in the CLD. You represent and warrant to Truist that all CLD Information provided by any CLD User through the CLD will be true and correct in all material respects. Truist will have no liability for disclosure of any information among CLD Users through use of the CLD and is not responsible for any content or information uploaded to or shared via the CLD.

You agree and understand that:

- i. You are responsible for all actions taken by any CLD User through the CLD, each of which shall be binding on Client;
- ii. You assume all risk for any action taken by a CLD User based upon any CLD Information to which the CLD User has access;
- iii. You assume all risk for the possibility that any CLD Information a CLD User downloads and stores outside of the CLD may be accessed by unauthorized third parties;
- iv. If a CLD User sends any information in a manner that is not secure, or if a CLD User takes any information out of Truist's secure environment by downloading it, Truist is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely Yours;
- v. Truist is not responsible for the security and confidentiality of any CLD Information if a CLD User: (i) uses unsecured wireless connections to download CLD Information, in which case You acknowledge such connection may permit other persons to access the CLD Information being downloaded; or (ii) allow other persons access to Your software applications; and
- vi. You agree that any CLD Information that a CLD User downloads is processed at Your own risk and You are solely responsible for any damage that might occur to the computer (or other electronic device) to which such CLD User downloads any Information, or any loss or corruption of data that might occur as a result of the downloading or storage of CLD Information in an electronic device.

Loan Product application and documentation status provided via the CLD is for informational purposes only and shall in no event constitute notice of a credit approval or decline, nor a binding agreement to extend credit. The establishment and maintenance of any loan or other financial accommodation shall be governed by Truist normal credit criteria and by separate loan documentation.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TRUIST, ITS SERVICE PROVIDER, AND THEIR RESPECTIVE AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITY, LOSSES, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES) ARISING FROM YOUR USE OF THE CLD OR TRUIST'S RELIANCE ON THE INFORMATION PROVIDED VIA THE CLD.

(k) Multiple User Access

i. Creating Administrators

The Business Profile Owner is the initial Administrator on the Online and Mobile Banking profile and is a Full Access Administrator. The Business Profile Owner may designate one or more additional Administrators (who may or may not be Full Access Administrators) for the profile. If you designate a Full Access Administrator, your Administrator will have the same rights to access and conduct transactions on your Accounts as you do in the Service. If you designate a Custom Access Administrator, your Administrator will have the ability to access and conduct transactions on the Accounts that you specify. In addition, an Administrator can create, change or delete other Administrators and Users and conduct transactions on the business and consumer Accounts included on the profile, per the Administrator's entitlements. Therefore, you should carefully select and oversee your Administrators and limit the number of Administrators you designate even though the Administrator's authority is established in and only resides in the Service. Your Administrator can perform the following tasks on your behalf, depending upon the Administrator's entitlements: (i) add and delete additional Users; (ii) assign and re-set Passwords; (iii) assign and modify limits to transaction levels for Administrators and Users; (iv) assign ability to view Accounts; (iv) assign ability to conduct transactions; (v) make Users inactive or active; (vii) view and modify/add/delete alerts and other Services; (viii) view and conduct transactions on all Accounts, including personal, business, and multiple entities. You represent and warrant all Administrators and Users have been

authorized by all necessary action to act on behalf of the Client. You must immediately inform us of a change in the persons authorized to act on behalf of the Client. Such notice must be given separately from any other notices given to other Truist department or banking centers, by calling Truist Online Banking Support at 844-4TRUIST (844-487-8478).

Except as otherwise provided in this Agreement for consumer Accounts, Truist will have no liability to you for unauthorized payments and transfers made using the access credentials you or your Administrator assign that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

ii. Creating and Terminating Users

You and your Administrator(s) may add Users to your profile and provide each with unique access credentials. For each user, you may designate the activity level for each Account. You must immediately notify us if you terminate or restrict an Administrator's or a User's access to the service for any reason, such as a termination of employment or a change in job roles. We will not be responsible for any losses you may incur resulting from a

failure to notify us of such change, and your failure to deactivate any access credentials in such person's possession.

(I) Other Services

There may be additional services available, including Online Payroll and Fraud Inspector, that will have additional terms required. If you choose to enroll in these services, you will be prompted to accept additional terms relevant to those products. The terms and conditions for such additional services are incorporated into this Agreement.

15. Disclaimer of Warranty; Exclusion of Damages

(a) Disclaimer of Warranty

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS, AND WE MAKE NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING ANY SERVICES, OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

(b) Exclusion of Damages

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

16. Privacy and Security

We make security and the protection of your personal information a top priority. You can access the [Truist Privacy page](#) into which Privacy is incorporated and made a part of this Agreement by this reference. The information there explains how we collect your information, and how we safeguard it.

(a) User Information

You acknowledge that in connection with your use of the Service, including text messages from the Text Program, Truist and its affiliates and service providers may receive and may share with one another names, domain names, addresses, Passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Service, including the Text Program (collectively "User Information"). The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service, including the Text Program, to verify the existence or status of your Account to a third party, such as a credit bureau or merchant, to activate additional services, or to provide to a consumer reporting agency for purposes of anonymous research only. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the

duration of your business relationship with us. This information may also be shared with affiliates and service providers to support your transactions with us and for identity verification and fraud avoidance purposes. Information may also be disclosed as otherwise permitted or required by law, including compliance with court orders or lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its affiliates and service providers also reserve the right to monitor use of the Services, including the Text Program, for purposes of verifying compliance with the law, these terms and conditions, and any applicable software license, but we disclaim any obligation to monitor, filter, or edit any content. You agree that, in using the Service, including the Text Program, information and transfers will be recorded and/or data captured, and you consent to such recording.

(b) Account Information

Your Account information is confidential. Truist will disclose information to third parties (including Billers and our Service Providers) about your Account(s) and the transfers you make as is permitted by our Privacy Policy and the law including, without limitation:

- i. When it is necessary or helpful to enable you to use the Service, such as transferring or paying funds, obtaining Account information or performing any other functions described in this Agreement.
- ii. If you have given us permission to do so.
- iii. When it is necessary to complete transactions.
- iv. To comply with a court order or the request of a government agency where it is necessary for activating additional services.
- v. To comply with a court order or the request of a government agency where it is necessary for activating additional services.
- vi. To a consumer reporting agency for research purposes only.

17. Termination

You may terminate your use of the Service at any time by visiting your local Truist branch, by calling the Truist Contact Center at 844-4TRUIST (844-487-8478) or by writing to us at Truist Online Banking Support, P.O. Box 1014, Charlotte, North Carolina 28201. You must notify us at least 10 days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments within this 10-day period, you also must separately cancel those payments within the Service. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments scheduled during the 10 days following our receipt of your written notice of termination and all accrued fees and charges. If there is more than one account owner or there is one or more Designated Representative, we may also terminate the Service with respect to the applicable Account(s) upon the request of any account owner or Designated Representative.

We may terminate your use of the Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

18. Fees

You agree to pay the fees which are presented within the Account Analysis statement, and those which are specified in the current [Personal Deposit Accounts Fee Schedule](#) and/or [Business Deposit Accounts Fee Schedule](#) as amended from time to time, and which are incorporated herein by reference.

Monthly fees may be changed with advance notice. In addition, stop payment fees and other service charges may apply. For example, there may be additional fees charged against your accounts if a transaction you initiate using the Service causes any of your accounts to be overdrawn, exceed the maximum permissible number of transactions for the accounts or exceed any other qualifiers for the accounts. Refer to the [Bank Services Agreement](#) or [Commercial Bank Services Agreement](#) and the [Personal Deposit Accounts Fee Schedule](#) or [Business Deposit Accounts Fee Schedule](#).

You authorize Truist to deduct all applicable subscription, service and use fees for the Service from your service charge account (as designated at enrollment). If we are unable to deduct all applicable fees from your service charge account for any reason (e.g., the account has been closed or there are not sufficient funds in the account), you authorize Truist to deduct all applicable fees for the Service from any of your other accounts. You may designate a different account for service charge deductions, by notifying a local Truist branch, calling the Truist

## 19. General

### (a) Entire Agreement

This Agreement constitutes the complete and exclusive agreement related to the Service and supplements the software license agreements, the account agreements and any other agreement or disclosure related to your accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your accounts or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein.

### (b) Waivers

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall constitute a waiver of the term or provision in the future.

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

### (c) Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties or independent contractors. We may assign this Agreement to any future, directly or indirectly, affiliated company.

### (d) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of North Carolina, without regard to that state's conflict of laws provisions and will be subject to provisions of all operating circulars of the Federal Reserve and any other applicable provisions of Federal law. The invalidity or enforceability of any other provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

### (e) Compliance with Applicable Laws

Any user of this service shall comply with all applicable laws. We reserve the right to refuse to process any transaction we reasonably believe violates applicable law or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities. We will notify you if we do not process a transaction.

### (f) Amendments

We may amend this Agreement from time to time by posting the amended Agreement on our website along with a notice this Agreement has been amended or by any other reasonable notification method. You may obtain the most recent version of this Agreement by visiting our website or calling 844-4TRUIST (844-487-8478) to request a copy. Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement.

### (g) Severability

If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

### (h) Service Hours

The Service is available 24 hours a day, 7 days a week, except during maintenance periods, for the scheduling, modification or review of payment orders and for initiation of funds transfers and balance inquiries. Please refer to the description of each service for specific processing schedules and cut-off times.

### (i) Business Days

Our business days are Monday through Friday excluding bank and/or Federal Reserve holidays.



(j) Service Notifications

We may add, modify or discontinue the Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments or changing the terms and conditions governing the Service. We may send you electronic notifications concerning the services, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

(k) Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; or (ii) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the [Truist Privacy Information](#); and (vi) as otherwise required or permitted by law or government regulation.

(l) Access to Other Products and Services

Truist may provide you access to other financial products and/or services offered by Truist, its affiliates, or third parties with whom we have contracted. Access to these products or services may be provided through the use of hyperlinks within the Service. You agree when you use these other services, you will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.

(m) Mutual Arbitration Agreement

READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Unless You choose to opt out of mutual arbitration in the manner and time specified below, You and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including its pre-arbitration dispute resolution process, instead of filing or proceeding with a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

**Requirement to Arbitrate.** Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding arbitration under the terms specified in this Mutual Arbitration Agreement. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between You and us (other than an Excluded Claim or Proceeding as defined below), whether preexisting, present, or future, which arises out of or relates to the Service, this Agreement, any transaction conducted with us in connection with the Service or this Agreement, or any aspect of our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning the use or disclosure of information about You or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

**Special Definition of "We," "Us," "Our," and "Parties."** Solely for purposes of this Mutual Arbitration Agreement, the terms "Truist," "we," "us," "our," and "Parties," in addition to the meanings set forth in this Agreement, also refer to Truist Bank and its employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The "Parties" refers to both You and Truist. "We," "us," "our," and "Parties" also apply to third parties if You or Truist assert a Claim against such third parties in connection with a Claim You assert against us or Truist asserts against You.

**Excluded Claims and Proceedings.** Notwithstanding the foregoing, “Claim” does not include any individual action brought by You or us in small claims court or Your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court or the matter is not brought on an individual basis (*i.e.*, a class, consolidated, collective, or representative basis). In addition, nothing in this Mutual Arbitration Agreement prevents You or us from exercising of any self-help rights, including set-off as described in the Commercial Bank Services Agreement and/or Bank Services Agreement section titled “Right of Setoff.” Any individual action in court by You or us that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind does not constitute a “Claim” that must be arbitrated. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement. Moreover, the term “Claim” also does not include any disagreement over the arbitrability of a dispute, whether a dispute can or must be arbitrated, or whether this Mutual Arbitration Agreement or any aspect thereof is unenforceable, or any dispute regarding the provisions labeled “Pre-Arbitration Dispute Resolution” or “Class, Consolidated, Collective, and/or Representative Action Waiver,” including whether they are unenforceable or have been breached; such disputes or issues must be decided only by a court of competent jurisdiction and not by an arbitrator or arbitration administrator.

**Federal Arbitration Act.** Notwithstanding any choice of law or other provision in this Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”) shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event You and/or Truist are otherwise exempted from the FAA. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

**Class, Consolidated, Collective, and/or Representative Action Waiver.** The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual Parties in arbitration. The Parties also waive the right to bring any claims for public injunctive relief or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent You or we do not exercise a right to opt out of such settlement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, or representative claims or public or non-individualized injunctive relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

#### **Arbitration Procedures.**

- i. **Pre-Arbitration Dispute Resolution:** The Parties agree that good faith informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration (“Notice of Pre-Arbitration Dispute”). A Notice of Pre-Arbitration Dispute must contain the claimant’s name, telephone number, mailing address, and e-mail address, the Account number of any Account at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the Account and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the Parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached. If either party is represented by counsel, that party’s counsel may participate in the conference, but both You and a Truist representative must personally participate in the conference unless You and we agree otherwise in writing. For the protection of Your confidential Account information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all Parties. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration

Dispute, unless an extension is mutually agreed to by the Parties. The Parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the initiating party's Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The Parties agree that the statute of limitations shall be tolled between the period when a fully complete Notice of Pre-Arbitration Dispute Resolution is received and the completion of the informal dispute resolution conference. If You are initiating the Claim, the Notice of Pre-Arbitration Dispute must be clearly marked "Notice of Pre-Arbitration Dispute" and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for You in our files. If any offers of settlement are discussed by the Parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution and informal dispute resolution conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration.

- ii. After completion of the informal dispute resolution conference, if the Claim remains unresolved, either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the Account number of any Account at issue; (3) a statement of the legal claims being asserted and the factual basis of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Truist Bank Legal Department, Attn: Arbitration Election, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for You in our files.
- iii. If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and – if the dispute is not resolved - to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.
- iv. The arbitration will be administered by JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, the Parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent. The arbitration will proceed in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict

between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.

- v. In addition to all other requirements in this Mutual Arbitration Agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and You shall equally share filing fees and other similar and usual administrative costs unless otherwise provided by the rules of the administrator; (2) both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (3) the arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) except as provided in the Class, Consolidated, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law under the circumstances (including statutory awards of attorneys' and expert witness fees and punitive damages) but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (5) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (6) the arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim; (8) either Truist or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (9) under no circumstances is an arbitrator or court bound by decisions reached in separate arbitrations involving different parties; (10) the arbitrator shall honor all evidentiary privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (11) if at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.
- vi. A single arbitrator will be selected in accordance with the rules of the administrator, and unless You and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

**Survival and Severability.** This Mutual Arbitration Agreement shall survive the closing of Your Account, the termination of Your Service, and the termination of any relationship between us, including the termination of this Agreement. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, if any portion of this Mutual Arbitration Agreement is found unenforceable, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties.

**Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the Party taking the appeal subject to a reallocation of the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving

the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the Parties to this agreement.

**Right to Opt Out (New Users) – Please Read.** You may opt out of this Mutual Arbitration Agreement within thirty (30) days of subscribing to the Service. In order to opt out, You, and only You personally, must notify Truist of Your intention to opt out by submitting to Truist, via certified mail or by overnight carrier mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, a written notice stating that You are opting out of this Mutual Arbitration Agreement. This written notice must be signed by You, and not any attorney, agent, or other representative of Yours and include Your name, address, Account name, Account number, and user ID. In order to be effective, Your opt-out notice must be received by Truist within thirty (30) days of subscribing to the Service. This is the sole and only method by which You can opt-out of this Mutual Arbitration Agreement and any attempt to reject this Mutual Arbitration Agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your opt-out of this Mutual Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Mutual Arbitration Agreement by any person or entity other than You. Your opt-out of this Mutual Arbitration Agreement shall not eliminate the obligation of other persons or entities who wish to reject this Mutual Arbitration Agreement to personally comply with the notice and time requirements of this paragraph. If You opt out as provided in this subparagraph, You will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If Truist does not receive proper notice of a timely opt out, You are agreeing to the terms of this Mutual Arbitration Agreement.

- i. You may only opt out on behalf of Yourself. A written notice submitted to Truist indicating Your intention to opt out may apply, at most, to You. You (and Your agent or representative) may not effectuate an opt out on behalf of other individuals.
- ii. Your decision to opt out of this Mutual Arbitration Agreement will not relieve You of any obligation to arbitrate disputes that might arise under any other Account, Service, or agreement with Truist that contains an arbitration provision to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other Account or agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

**Impact on Pending Litigation.** This Mutual Arbitration Agreement shall not affect Your existing rights with respect to any litigation between Truist and You that is pending in a state or federal court or arbitration as of the date of this Mutual Arbitration Agreement. However, if on such date You were bound by an existing arbitration agreement with Truist then that agreement shall continue to apply.

**Right to Consult with an Attorney.** You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

(n) Jury Trial Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, CLIENT AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE SERVICE, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

(o) Litigation Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, CLIENT AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE SERVICE, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE CLIENT AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.