

# Dollar Bank Treasury Management Services Agreement

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These General Terms and Conditions, any and all applicable Service Terms and Conditions, any and all other written agreements applicable to specific Services (as defined below), and any agreements incorporated herein or therein by reference including, without limitation, the Deposit Agreement (collectively, the “Treasury Management Services Agreement”) set forth all of the terms and conditions under which Bank will provide certain Services to the Company. The Treasury Management Services Agreement (hereinafter, this “Agreement”) forms a legally binding contract between Bank and the Company. By signing and returning a Treasury Management Services Sign-Up Form and Designation of Online Banking Administrator, the Company hereby agrees to be bound by the terms and conditions of this Agreement. Bank may change the terms and conditions of this Agreement with or without prior notice to the Company from time- to-time. The Company agrees that any notice of a change may be posted to Bank’s website (including without limitation in the form of a “banner” message), sent to the Company by electronic message or United States Mail, or by any other means permitted by applicable law. Use of any of the Services after such notice of a change will constitute the Company’s agreement to be bound by the amended terms and conditions of this Agreement.

## 1. General Terms and Conditions

1. Definitions. In addition to the terms otherwise defined in these General Terms and Conditions, the following terms shall have the following meanings:

“Affiliate(s)” shall mean a company or companies related by common ownership or control.

“Authorized User” shall mean the employee(s) or agent(s) that the Company (as defined below) authorizes as an individual to have rights to conduct activities for a specific Service (as defined below) on behalf of the Company.

“Bank” shall mean Dollar Bank, Federal Savings Bank and any licensors, Affiliates, agents, Service Providers (as defined below), independent contractors and each such party’s successor and assigns, which may, from time to time, provide Service(s) for the Company.

“Banking Day” shall mean any day other than a Saturday, Sunday, or a day on which Bank is authorized or required to close according to applicable law.

“Company” shall mean any person or entity other than a Consumer (as defined below), as identified on the Treasury Management Services Sign-Up Form as the Company.

“Consumer” shall mean a person (not a business or other entity) with a deposit account used primarily for personal, family or household purposes.

“Deposit Agreement” shall mean the deposit account agreement in effect from time-to-time governing the Company’s deposit account with Bank.

“Service(s)” shall mean any treasury management services undertaken by Bank for the Company, including, but not limited to the following services: Online Access, Zero Balance Account, Remote Deposit, Escrow Management Account, Positive Pay, Electronic Business Bill Payment, Controlled Disbursement Corporate Card Display and Image Cash Letter.

“Service Instruction(s)” shall mean any instruction by Company that covers any of the Services being provided.

“Service Provider(s)” shall mean a company/companies that Bank has engaged (and their Affiliates) to render some or all of the Services to the Company on behalf of Bank.

“Service Terms and Conditions” shall mean any and all written Service Terms and Conditions (as the same may be amended from time-to-time) attached to and made a part of these General Terms and Conditions and any and all other written agreements applicable to specific Services, which the Company, by using such Services, agrees are the terms and conditions under which Bank shall provide the Services to the Company.

2. Agreement. Bank shall provide the Services to the Company subject to the terms and conditions set forth in this Agreement. Any and all Service Terms and Conditions shall be incorporated into and shall be a part of these General Terms and Conditions; provided, however, that if there is any conflict between the terms of applicable Service Terms and Conditions and these General Terms and Conditions, the terms of the applicable Service Terms and Conditions shall be controlling. The Company also agrees to be bound by Bank’s Deposit Agreement applicable to deposit accounts, including any amendments or restatements which may be made from time to time at Bank’s discretion or as required by applicable law.
3. Service Documentation. Certain Services require documentation setting forth detailed information, procedures and forms for use and implementation prior to the Company’s use of such Services (“Service Documentation”). The Company will complete, execute and deliver to Bank such Service Documentation, as Bank deems necessary. Bank will, in its sole discretion, determine the adequacy of such Service Documentation and any Service Instruction(s), and may refuse to provide the Service(s) until acceptable Service Documentation and/or Service Instruction(s) are received by Bank. The Company agrees promptly to notify Bank of any changes to any information presented in the Service Documentation or Service Instruction(s).

4. Company's Records and Media. Prior to the implementation of the Service(s), the Company agrees to provide to Bank all records and data processing media necessary to perform the Service(s). The records will be legible, correct, complete and in the format specified in the applicable Service Terms and Conditions and related Service Documentation. Checks will be MICR encoded according to Bank's current specifications. Bank will, in its sole discretion, determine the adequacy of the information and the format in which it is submitted, and may refuse to provide the Service(s) until such information and/or format is deemed satisfactory. In addition, Bank's performance under this Agreement is subject to Bank's receiving timely, accurate and complete data for each Service Instruction, in form and on media specified by Bank. If the Company does not meet any of these requirements, Bank shall:
- no longer be bound to deliver the applicable Services, and
  - be authorized to deliver as complete and finished whatever portion of the Services(s) that can be performed with the data available.
5. Information and Property Provided in Connection with Performance of Service(s). All specifications, hardware, software, tokens, equipment, transmissions, tapes, codes or other media, programs and procedures owned or licensed by Bank and used in connection with the performance of the Service(s), will be and remain the sole property of Bank or Third Parties (as defined below), as applicable, and will not be modified or altered in any way, assigned or transferred, or used for any other purpose by the Company. The Company shall comply with the terms of all license and copyright notice requirements.
6. Company's Duty to Inspect and Report. Bank shall supply the Company with periodic statements and notices and, as applicable, transaction confirmations for the Service(s) the Company uses. The Company must inspect all such statements, notices, confirmations and similar information pertaining to the Service(s) performed and, if there is a discrepancy, unauthorized transaction or error ("Error") in any such material, notify Bank (i) within fourteen (14) days after receipt of a statement or notice containing or reflecting the Error, or (ii) by the next Banking Day after receipt of a transaction confirmation containing or reporting the Error. Except to the extent required by law, failure to notify Bank of an Error within the aforementioned time periods will relieve Bank of any and all liability for any losses resulting from the Company's failure to timely report the Error.
7. Limitation of Liability; Disclaimer of Warranties. Except to the extent required by law, Bank's duties and liabilities will be limited to those set forth herein. Bank's liability shall be limited to actual damages sustained by the Company and only to the extent such damages are a direct result of Bank's willful misconduct or gross negligence. The liability of Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. Bank shall not be liable for damages caused by any act or omission of any third party, whether or not such party was chosen by Bank, or for any charges imposed by any third party. **IN NO EVENT SHALL BANK (OR ANY PARTY WITH WHOM BANK MAY BE CLAIMED TO BE JOINTLY LIABLE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), INCLUDING, BUT NOT LIMITED TO, SUCH LOSSES OR DAMAGE ARISING FROM SUBSEQUENT DISHONOR OR REJECTION OF ANY TRANSACTION (INCLUDING, WITHOUT LIMITATION, DISHONOR OF CHECKS OR OTHER ITEMS.)** Bank shall be relieved of liability where Bank performs any Service in accordance with any Service Instruction(s) or applicable Service Terms and Conditions, and Bank may rely on the accuracy of any information set forth in the Service Instruction(s) or applicable Service Terms and Conditions. The Company agrees that to the extent that Bank's exercise of ordinary care may be an issue with respect to any claim, substantial compliance by Bank with Bank's standard procedures for providing a Service shall be deemed to constitute an exercise of ordinary care.

Except for willful misconduct, Bank shall not be liable to the Company, its employees, officers, director or agents for any losses, fees or damages incurred by the Company resulting from (a) Bank's failure or refusal to process any Service Instruction(s) that is contrary to applicable laws, rules or regulations, incomplete, ambiguous or that is not conformity with Bank's requirements, (b) the Company's attempt to draw on, transfer or direct payment from uncollected funds or interest, if any, not yet credited to the Company's account, or (c) Bank's failure to process a stop payment, ACH or wire transfer of funds, bill payment or other request due to equipment failure or malfunction (including, without limitation, failure of communications or computer services or systems), acts or omissions of any third party or any cause beyond the reasonable control of Bank.

**BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE IN CONNECTION WITH ANY OF THE SERVICES BANK MAY PROVIDE HEREUNDER.**

**NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST BANK UNDER THIS AGREEMENT.**

8. Fees. The Company shall compensate Bank for Service(s) in accordance with Bank's then applicable fee schedules and shall be liable for all taxes applicable to the Services. Bank may amend the fee schedules at any time and will give written notice to the Company of changes in fees for Service(s) then used by the Company.
9. Overdrafts; Funds Transfer; Set-off. In the event any actions by the Company should result in an overdraft in any of its accounts, the Company is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with Bank's fee schedules in effect from time to time. Nothing in this Agreement shall be deemed to constitute a commitment by Bank to extend credit or grant overdraft privileges to the Company. If Bank credits any account of the Company with any funds transfer, such credit shall be provisional until Bank receives final credit for the funds transfer through a Federal Reserve Bank or other applicable payment system. If Bank does not receive final settlement or payment, the Company must refund to Bank the amount credited for the funds transfer and Bank may charge any account the Company may have with Bank for such amount. Without limiting the foregoing, Bank has the right, in addition to all other rights and remedies available to it, to set off,

without demand or notice, the unpaid balance of any amount owed it in connection with the Service(s) against any debt or deposit owing to the Company by Bank or any Affiliate, or property of the Company in Bank's or Affiliate's possession or control.

10. Financial Condition and Credit Limits. The Company agrees to provide financial statements (the type of which shall be determined by Bank) for any time period requested by Bank. The Company also authorizes Bank to obtain credit reports of the Company at any time. In the event Service(s) selected by the Company result in unacceptable credit exposures to Bank or affect the amount of capital required or expected to be maintained by Bank under any law, regulation, guideline, or request from any central bank or governmental authority, or if the Company fails to provide Bank with any credit, financial or other information Bank may require from time to time, Bank may, in its discretion, immediately cancel the Services contemplated herein, or limit the Company's transaction volume or dollar amount.
11. Security Procedures. If the Service(s) are subject to security procedures, the Company shall select a security procedure from the options offered by Bank and shall name one or more authorized representatives to initiate transactions and act for the Company with respect to the Service(s). If Bank follows the security procedure the Company has chosen in acting on any Service Instruction(s) which Bank believes to be from the Company, (a) the Company shall be bound by such Service Instruction(s), whether or not the Company authorized such Service Instruction(s) and whether or not such Service Instruction(s) is suitable or "commercially reasonable" for the Company and (b) Bank shall be entitled to rely without investigation on any such Service Instruction(s). The Company agrees and understands that the security procedures are intended to confirm the authenticity of Service Instruction(s) and not to detect errors in the content of the Service Instruction(s) and Bank assumes no responsibility for detecting such errors. Bank shall have no responsibility to discover, audit or report to the Company any unauthorized disclosure or use of the security procedure or other breach of security by the Company, its agents, representatives or employees, or any third party, and all losses resulting therefrom shall be borne solely by the Company. The Company agrees that it shall be solely responsible to assure that such security procedures are followed, as they may be amended from time to time. If such procedures are violated, the Company agrees to promptly notify Bank of any such breach. The Company acknowledges that it has received and reviewed all applicable security options and procedures, has selected its preferred security procedure where applicable, and has determined that such procedures are commercially reasonable and suitable for the Company's particular circumstances.
12. Indemnification. The Company shall defend, indemnify and hold Bank, its officers, directors, employees, agents and service providers (in the singular, an "Indemnified Party" and collectively, "Indemnified Parties") harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) which may be incurred by an Indemnified Party relating to or arising from the Company's use of the Service(s), the Company's violation of terms and conditions of this Agreement, Bank's reliance on the information, instruction, license and/or authorization provided by the Company in connection with the Service(s), the Company's infringement, or infringement by any other user of the Company's deposit accounts, of any intellectual property or other right of any person or entity, of an intellectual property or other right of any person or entity, or the fault, misconduct or negligence of the Company, its employees or agents; provided, however, that Bank shall have no right to be indemnified hereunder for losses solely and directly related to its own willful misconduct or gross negligence.
13. Term. The term of this Agreement shall commence on the date on which the Company's account have been activated for use of any Service. The Company's use of the Service(s) will remain in effect unless terminated pursuant to the provisions of this Agreement.

In addition to its rights as set forth elsewhere in this Agreement, Bank shall have the right to terminate this Agreement of any or all of the Services immediately without notice to the Company upon: (a) violation or breach by the Company, its officers, employees or agents, of any provision of this Agreement; (b) the termination of the Company's business for whatever reason; (c) the voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law with respect to the Company; (d) the Company becoming or making an assignment for the benefit of creditors; (e) Bank being required to do so by any third party, law, regulation, treaty, guideline or directive; or (f) Bank reasonably deeming itself insecure with respect to the Company's performance of any of the terms, covenants and conditions contained herein and/or in any applicable Service Terms and Conditions hereto.

In the event of any breach by the Company of the terms or conditions of this Agreement, the company agrees to pay, in addition to fees past due, all reasonable expenses incurred by Bank in enforcing this Agreement including, but not limited to, all expenses of any legal proceedings and all reasonable attorneys' fees incurred in connection with such legal proceedings.

Without restricting the foregoing, either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Termination, for whatever reason, will not affect the Company's responsibility for fees and other charges that accrue prior to termination.

In the event of any termination, all fees incurred under this Agreement shall become immediately due and payable.

14. Confidentiality. The Company shall not sell, transfer, publish, disclose, divulge, furnish, display or otherwise make available any portion of any document, program, data base, security codes, tokens, personal identification numbers or other information related to the Service(s) ("Confidential Information") to others. The Company agrees to secure and protect access to the Confidential Information in a manner consistent with maintenance of Bank's rights therein and take appropriate action by instruction to its employees to satisfy its obligation hereunder. The Company shall use its best efforts to assist Bank in identifying and preventing any unauthorized use of any Service, or any portions thereof. Without limiting the generality of the foregoing, the Company shall advise Bank immediately in the event the Company learns or has reason to believe that any person who has had access to the Confidential Information, or any portion thereof, has violated or intends to violate the terms of this Agreement or any related non-disclosure agreement. Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank and the Company agrees that injunctive relief, including preliminary injunctive relief and specific performance should be awarded as appropriate to remedy any such breach without limiting Bank's right to other remedies available in the case of such a breach. The

Company will, at its sole expense, cooperate with Bank in seeking injunctive or other equitable relief in the name of Bank or the Company against any third person. The Company agrees to maintain the confidentiality of any information regarding the non-public business affairs, property, method of operation, or other information relating to Bank, obtained by the Company during, prior or subsequent to the term of this Agreement. The Company agrees that Bank owns all proprietary rights in all Confidential Information.

15. Third Parties. The Company acknowledges and agrees that Bank may provide the Services by itself or in combination with other licensors, Affiliates, agents, Service Providers and/or independent contractors (as the same may change from time-to-time, the "Third Parties"). The Services are the property of Bank and/or the Third Parties and are protected by copyright and other intellectual property laws. Bank hereby grants to the Company a revocable, non-transferable, non-exclusive, limited license to use the Services solely for the Company's internal banking and only as provided in this Agreement. The Company acknowledges and agrees that all right, title, and interest in and to the Services, any downloadable software used to access the Services, and the contents of the Services shall remain solely the property of Bank and/or Third Parties.

The Company has no right to sell assign, transfer, reproduce, distribute, create derivative works of, display, publish, license, divulge, or otherwise use the Services. The Company shall implement and maintain security measures with respect to the Services that effectively restrict access to the Services only to authorized users with a need to know, and protect the Services from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those the Company employs to safeguard its most confidential information. **IN NO EVENT SHALL BANK OR ANY THIRD PARTY BE LIABLE TO THE COMPANY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR USE OF DATA (WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SERVICES.** For any Service described herein utilizing the Bank's online banking platform, Bank and the Third Parties do not and cannot control the flow of data to or from Bank's and the third party's networks and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by other parties.

Accordingly, Bank and the Third Parties disclaim any and all liability resulting from or related to such events and in no event shall Bank or the Third Parties be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, the Company's ability to connect to the Internet, or Bank's or any third party's ability to connect to the Internet on the Company's behalf.

16. Access to Services. One or more Services may at times be unavailable to the Company, either with or without prior notice, due to maintenance, security, factors beyond Bank's reasonable control or other reasons. Bank shall have no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as: action or inaction of governmental, civil or military authority; breakdown in communication facilities; fire; strike; lockout or other labor disputes; flood; war; riot; theft; earthquake; natural disaster; or default of common carrier or third-party vendors, suspension in payments by another financial institution, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank from operating normally or other causes beyond reasonable direct control of Bank. In such event, the Company shall be responsible for carrying out banking business through alternative channels.
17. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, that provision shall be interpreted so as to achieve, as much as possible, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact.
18. Governing Law. This Agreement shall be governed by and interpreted in accordance with U.S. federal law and applicable state law, without regard to conflict of laws principles. If the Company opened its account(s) at or through one of the Bank's branches or offices, the applicable state law is that of the state in which that branch or office is located. If the account(s) was/were not opened at or through one of the Bank's branches or offices, the applicable state law is that of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. Both parties agree that the sole jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in: (i) Allegheny County, Pennsylvania if Pennsylvania law governs; (ii) Cuyahoga County, Ohio if Ohio law governs; (iii) Virginia Beach or Norfolk, Virginia if Virginia law governs; and (iv) Cumberland or Greenbelt, Maryland if Maryland law governs. Notwithstanding the foregoing, any award, order, or judgment may be entered and enforced in any court of competent jurisdiction. Both parties agree to service of process by United States Mail.
19. Complete Agreement. The parties agree that this Agreement constitutes the complete and exclusive expression of the terms and conditions between the parties regarding the Service(s) and the matters covered hereunder.
20. Independent Contractor. The Company agrees that in performing the Service(s) hereunder, Bank will be acting as an independent contractor and not as an employer, employee, partner, or agent of the Company.
21. Amendments. Bank may amend this Agreement at any time with or without notice to the Company.
22. Assignment. This Agreement shall not be assigned or otherwise transferred by the Company without the prior written consent of Bank.
23. Authorization. The Company warrants and represents on the date hereof and on any date any Service is performed that: (a) the Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) there are no provisions of any law, or any formation or governing documents, or any agreement of any kind, nature or description binding upon the Company which prohibits the Company from entering into or performing under this Agreement; (c) the Company's execution and performance of this Agreement has been duly authorized; and (d) this Agreement is a binding obligation of the Company.

24. Waiver. Failure of Bank to insist upon strict adherence to any term of this Agreement on any occasion shall not deprive Bank of the right thereafter to insist on strict adherence to that term or any other term in this Agreement. Any waiver of a breach shall not be construed as a waiver of any subsequent breach, whether or not similar.
25. Notices. All notices required to be given under this Agreement, other than changes to this Agreement, shall be provided to the other party by first class postage prepaid United States Mail, personal delivery, or electronic transmission and addressed (i) to Bank at 2700 Liberty Avenue, Pittsburgh, PA, 15222, Attn: Treasury Management, (ii) to the Company at the address specified in the Treasury Management Services Sign-Up Form, or (iii) to such other address as either party shall have specified in writing to the other.
26. Limitation of Action. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years from the date the cause of action arose, with the exception of Bank's rights in the copyrighted, patented or trademarked property.
27. Survival. The Company agrees that Bank's rights and remedies arising out of any breach of the Company's representations and warranties in this Agreement, the limitations on Bank's liability, Bank's rights to indemnification, fees and charges under this Agreement, and all provisions of this Agreement relating to confidentiality and non-disclosure are continuing and shall survive the termination or expiration of this Agreement, notwithstanding the lack of any specific reference to such survivability in applicable provisions.
28. Waiver of Jury Trial. **BOTH THE COMPANY AND BANK HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER THE COMPANY OR BANK AGAINST THE OTHER.**
29. Additional Terms and Conditions. It is agreed that all transactions will be performed in a manner consistent with any Service Instruction(s) and shall be subject to the existing Deposit Agreement of Bank as well as any amendments thereto hereafter made.

## **2. Service Specific Terms and Conditions**

### **A. Online Access Services**

1. Bank offers an online banking platform that will enable the Company to access the Company's accounts online, transfer funds among Company's accounts online, and perform other activities online. The Company desires to use Bank's online banking platform and Bank agrees to provide the Company with online access to accounts and Services subject to these Online Access Services Terms and Conditions, other applicable Service Terms and Conditions, and the General Terms and Conditions.
2. In order to access the online banking platform, the Company must appoint one or more Online Banking Administrators, each of whom shall have: (1) full and complete control over who has online access to account and Services; (2) full and complete authority to manage accounts online and manage the Company's online use of Services, subject to limits and security procedures established on a Company level for certain Services; (3) full authority to access information online and initiate and/or perform online transactions, subject to limits and security procedures established on a Company level for certain Services; (4) the authority to designate other individuals who are authorized to access information online and initiate and/or perform online transactions ("Designated Users") and set dollar limits and security levels for Designated Users; (5) change access and transaction authority, dollar limits and security levels for Designated Users; and (6) delete Designated Users.
3. The Company acknowledges that a Customer Representative (as defined in its Business Entity Resolutions and Certificate of Incumbency) may not desire to manage the Company's online banking and may want to delegate this authority to an individual who is not a Customer Representative. Whether such authority is conferred on a Customer Representative or a delegation is made to an individual who is not a Customer Representative, the Company takes full responsibility for all actions of the Online Administrator(s), the authority he/she/they give to Designated Users, and all actions of Designated Users.
4. The Company assumes responsibility for understanding online banking capabilities offered by the Bank and for implementing, using, and monitoring access and transaction controls, dollar limits, and security levels to help reduce losses or damages that may arise out of improper use of Services by Online Administrator(s) and/or Designated Users.
5. If the Company desires to change an Online Banking Administrator, the Company must complete and submit the required form. The Bank will not take action on the request until it receives the properly executed required form and has a reasonable opportunity to act.
6. The Company shall only use the online banking platform for its own intended business use and shall only access via the online banking platform the accounts identified on the Treasury Management Sign-Up form (the Sign-Up Form. If the Company desires to use the online banking platform to wire funds or perform any Automated Clearing House ("ACH") transaction, the Company shall execute the applicable Wire Transfer or ACH Services Agreement.
7. The Company may transfer funds online between the Company's accounts identified on the Sign-Up Form subject to the limitations and terms set forth in any account agreements, rules and regulations for such accounts (which rules and regulations are incorporated herein by reference), and the limitations on use of the online banking platform.

8. The Company may utilize Bank's online banking platform to transfer funds from the Company's deposit account(s) held with Bank for credit to the Company's loan account(s) with Bank by submitting through the online banking platform the (i) account number of the deposit account(s) to be debited, (ii) the amount to be debited from such deposit account(s), (iii) the loan and/or note number of the loan account(s) to be credited. Bank will endeavor to process any requests made prior to 2:00 pm ET for same day credit; all requests received after 2:00 pm ET will be processed as soon as possible but may credit the next Banking Day of Bank.
9. The online banking platform is only to be used by the Company and the Company's authorized users must employ an access code which will be initially issued by Bank and must immediately be modified by the Company's authorized users upon initial use of the online banking platform and thereafter as directed by Bank. If the Company knows or believes that unauthorized access to the online banking platform is occurring, has occurred or will occur, it shall be the Company's duty to notify Bank immediately and such notice shall not be deemed to have been received by Bank unless and until Bank acknowledges such receipt. It is expressly understood by the Company that Bank cannot assist in the prevention of unauthorized access until so notified. The Company shall have a continuing duty to protect and safeguard the online banking platform, and the Company will be liable to Bank for any loss, cost, expense or damage resulting from the Company's failure to do so and/or negligence in doing so.
10. The Company may utilize the online banking platform to place and remove electronic stop payments on checks and pre-authorized paper drafts (collectively, the "Items") until further written notice to Bank as herein provided. The Company understands and agrees that it is the Company's sole responsibility to determine if the Items have been paid prior to accessing the online banking platform for purposes of placing or removing a stop payment request. Once a stop payment request is received by Bank through the online banking platform, the Company will have irrevocably requested that Bank honor such stop payment request and such stop payment request will be considered confirmed and binding as if in writing as to its content and authorization once Bank has had a reasonable opportunity to act thereon. In order for Bank to act upon the Company's stop payment request, the Company must provide Bank with all of the following information:

<u>Checks:</u> -check amount -check number -check date -payee -account number	<u>Pre-Authorized Paper Drafts:</u> -amount -scheduled date of draft -payee -whether the stop relates to a specific payment or all future payments -account number
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The Company recognizes that Bank cannot process a stop payment request unless Bank is supplied with all of the required information and such information is accurate in all respects. Even slight variations are unacceptable. The accuracy and completeness of the required information for purposes of a stop payment request are the sole responsibility of the Company and the Company shall exclusively bear all risks attendant thereto. The stop payment request must be received by Bank within a reasonable amount of time for Bank to act thereon. A stop payment request will remain in effect for one (1) year from the date the stop payment request is honored by Bank and can be renewed in successive one (1) year intervals either in writing or by subsequent access to the online banking platform provided the most recent stop payment request is still effective. If the Company is no longer utilizing the online banking platform, or is otherwise not a customer of Bank, at the expiration of any one (1) year period, then the Company may only renew the stop payment request in a separate writing to Bank, provided the most recent stop payment request is still effective. Bank shall not be liable to the Company or its payees (and their respective heirs, legal representatives, successors and/or assigns) if Items are honored or other form of payment is made before Bank can process the stop payment request completely or if any required information is incomplete, inaccurate, input incorrectly or in error.

<b>B. Zero Balance Account Services</b>
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1. The Company desires to employ Bank's Zero Balance Account ("ZBA") system to facilitate its cash management process and Bank agrees to provide ZBA to the Company subject to these Zero Balance Account Services Terms and Conditions and the General Terms and Conditions.
2. The Company authorizes Bank to open for the Company (under its Tax ID Number) a new account, which will be designated as the Tier I Account and which will be the only account in Tier I. Tier I shall be the highest tier. Bank will provide as many tiers below the Tier I Account as the Company may designate. The Company and its subsidiaries can elect to group subsidiary accounts in the lower tiers. These Zero Balance Account Terms and Conditions anticipate that the Company will designate no more than three (3) tiers, but the Company can, with the consent of Bank, set up additional tiers.
3. All funds deposited into any account in the Company's ZBA system are consolidated into the Tier I Account throughout the day. Bank will automatically transfer into the Tier II account(s), and through the Tier II account(s) into the Tier III account(s), if necessary, funds sufficient to pay any items drawn on the Tier II and Tier III account(s), provided that there are adequate collected and available funds in the Tier I Account to pay such items. Bank is not obligated to create an overdraft and may return items unpaid.
4. Bank, in its sole discretion, may accept for payment items which may result in an overdraft of a ZBA Account. The Company hereby agrees to repay such amounts with interest thereon at the highest prevailing rate permitted to be charged by Bank. In no event shall Bank have a duty to pay any items when insufficient or uncollected funds are available in a ZBA Account.
5. The Company understands that the ZBA system will co-mingle the funds of all the listed accounts, regardless of Tax ID number, into the Tier I Account.

6. The accounts designated by the Company as Tier II and Tier III accounts are set forth in the Service Documentation.
7. To the extent that any accounts designated as Tier II or Tier III are the accounts of subsidiaries of the Company, all such subsidiaries must execute a ZBA Addendum/Maintenance Form and agree to be bound by its terms and by the terms and conditions of this Agreement, a copy of which has been or will be provided to all such subsidiaries by the Company.

### **C. Remote Deposit Services**

1. Bank agrees to provide to the Company Bank's Remote Deposit Services, which enable the Company to submit to Bank, for deposit to the Company's account(s), electronic check images and associated information in lieu of the original checks from which such images were obtained, provided, however, Bank reserves the right to impose limits on the dollar amount and/or number of checks that the Company may transmit using Remote Deposit Services and to modify such limits from time to time in Bank's sole discretion. If the Company attempts to initiate a remote deposit in excess of these limits, Bank may reject the deposit. All check images must meet the then current format, specifications and terms and conditions required by the then current requirements and procedures relating to remote deposits provided by Bank. Remote Deposit Services are subject to these Remote Deposit Services Terms and Conditions and the General Terms and Conditions.
2. Bank has established certain requirements and procedures for remote deposits and provided a copy of them to the Company. Bank may modify or amend such requirements and procedures from time to time in its sole discretion (as so modified or amended hereinafter collectively referred to as "Remote Deposit Procedures"). Modifications and amendments shall be provided to the Company and shall be effective from the date that Bank deems them to be effective. Bank shall have the right, upon reasonable notice, to come to the Company's place of business to inspect and audit the Company's records and facilities to assure compliance with the Remote Deposit Procedures.
3. To use Remote Deposit Services, the Company must scan original checks and associated information on a desktop scanner or a mobile device and deliver images of the checks and associated information (the "Check Images") to Bank.
  - A. To scan original checks and associated information on a desktop scanner, the Company must obtain certain equipment, computer software and telecommunication services. Bank is not in the business of providing such equipment, software and services, but will, from time to time, notify the Company of the specifications and manufacturers for such equipment, software and services, and may, from time to time, offer a rental program on the equipment as a convenience to its customers. As between Bank and the Company, the Company is purchasing or renting the equipment **AS IS, WHERE-IS**. The Company acknowledges and agrees that Bank does not represent the manufacturer or vendor of the equipment. **BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** The Company agrees that any claims relative to the equipment shall be made solely against the manufacturer or vendor, **AND IN NO EVENT WILL BANK BE LIABLE FOR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM THE EQUIPMENT, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT.** The Company hereby assumes and agrees to bear the entire risk of loss relating to the equipment from any cause whatsoever. No such loss to the equipment shall relieve the Company from its obligation to pay Bank under these Remote Deposit Services Terms and Conditions.
  - B. To capture images of original checks and associated information on a mobile device, each such device must be owned by the Company or a third party such as an employee or agent and the Company must designate certain employees and/or agents as authorized users ("Authorized Users").
    1. After receiving a username and password (collectively, "Credentials"), an Authorized User may download Bank's business mobile deposit imaging software application (and any updates or supplements thereto, collectively, the "Remote Deposit App") and use it to make remote deposits to the Company's account(s) at Bank. The Company acknowledges and agrees that it is responsible for all transactions made using Credentials issued to an Authorized User, even if the person making that transaction is not an Authorized User.
    2. By requesting issuance of Credentials for an employee or agent, the Company warrants that it has authorized the employee or agent to use the Remote Deposit App on its behalf and has notified him/her that he/she: (a) is responsible for payment of all fees and charges assessed by his/her wireless provider if the mobile device is not owned by the Company; (b) must install updates to the Remote Deposit App as they become available; and (c) must strictly comply with the Remote Deposit Procedures.
    3. The Company shall: (a) deliver a copy of the Remote Deposit Procedure to each Authorized User; (b) train and supervise Authorized Users with respect to the use of the Remote Deposit App and compliance with the Remote Deposit Procedures, including, but not limited to, what types of items are permissible for remote deposit.
    4. If the Company wants to terminate an Authorized User's use of Remote Deposit Services or un-register a mobile device or telephone number, the Company shall: (a) contact 1-855-282-3888 or [TMPA@dollarbank.com](mailto:TMPA@dollarbank.com); and (b) delete the Remote Deposit App from the mobile device if owned or possessed by the Company and use its best efforts to cause the owner or possessor of a non-Company owned mobile device to delete the Remote Deposit App.

5. Use of a mobile device to deliver Check Images to Bank involves electronic transmission across wireless networks that are not under Bank's control. The Company agrees and acknowledges that Bank cannot be responsible for the privacy, security or accuracy of wireless data transmissions. By choosing to use a mobile device to deliver Check Images, the Company assumes all risk that a Check Image may be intercepted, misdirected, corrupted or lost prior to receipt by Bank.

**COMPANY UNDERSTANDS AND AGREES THAT THE COMPANY AND ALL AUTHORIZED USERS MUST STRICTLY COMPLY WITH THE REMOTE DEPOSIT PROCEDURES AND THE COMPANY FURTHER AGREES THAT IT WILL BE SOLELY LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND TO THE COMPANY, BANK OR ANY THIRD PARTY RESULTING FROM THE COMPANY'S OR AN AUTHORIZED USER'S FAILURE TO COMPLY WITH THE REMOTE DEPOSIT PROCEDURES.**

**THE COMPANY UNDERSTANDS AND AGREES THAT IT HAS THE EXCLUSIVE RESPONSIBILITY OF SAFEGUARDING AND MAINTAINING THE SECURITY AND CONFIDENTIALITY OF ALL ORIGINAL CHECKS DEPOSITED THROUGH THE REMOTE DEPOSIT SERVICES AND SHALL BE SOLELY LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND TO THE COMPANY, BANK OR ANY THIRD PARTY RESULTING FROM THE COMPANY'S OR AN AUTHORIZED USER'S FAILURE TO MAINTAIN THE SECURITY AND CONFIDENTIALITY OF SAID ORIGINAL CHECKS.**

**THE COMPANY UNDERSTANDS AND AGREES THAT IT HAS THE EXCLUSIVE RESPONSIBILITY OF SAFEGUARDING AND MAINTAINING THE SECURITY AND CONFIDENTIALITY OF ANY PERSONAL IDENTIFICATION NUMBERS, PASSWORDS, CODES, TOKENS OR SIMILAR SECURITY DEVICES FOR USE IN CONNECTION WITH THE REMOTE DEPOSIT SERVICES AND THE COMPANY SHALL NOT HOLD BANK LIABLE FOR ANY DAMAGES OF ANY KIND TO THE COMPANY, BANK OR ANY THIRD PARTY RESULTING FROM THE COMPANY'S OR AN AUTHORIZED USER'S DISCLOSURE (WHETHER INTENTIONAL OR UNINTENTIONAL) OF SUCH INFORMATION OR DEVICES TO THE COMPANY'S OFFICERS, AGENTS OR EMPLOYEES AND/OR ANY THIRD PARTY (WHETHER OR NOT AN AGENT OF THE COMPANY'S).**

4. The Company agrees and acknowledges that:
  - A. The Company and Authorized Users shall submit Check Images to bank in such format, and with such associated check information, as Bank may specify from time to time in the Remote Deposit Procedures.
  - B. Check Images will be deemed to have been deposited as provided in the Remote Deposit Procedures. All deposits shall be deemed to have been made at Pittsburgh, Pennsylvania. All Check Images shall be deemed to be "items" under Federal Reserve Regulation CC and the Pennsylvania Uniform Commercial Code ("UCC") and the parties agree that Regulation CC, other applicable Federal regulations and circulars and the UCC shall apply to and govern all transactions relating to Check Images transmitted hereunder to the same extent that they would govern such transactions if they had been processed as paper items rather than Check Images.
  - C. Availability of deposits is based on Bank's normal availability schedule as in effect from time to time unless Bank and the Company have agreed on a different availability schedule.
  - D. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after confirmation.
  - E. Bank will not be responsible or liable in any manner for any deficiency caused in whole or in part by inaccurate or otherwise deficient data programs, equipment or communication facilities provided by the Company, Authorized User(s), or third parties.
5. The Company warrants and represents, with respect to each Check Image submitted to Bank, that:
  - A. The Check Image accurately represents information on the front and back of the original check, and that all such information is legible on the Check Image.
  - B. All Check Images deposited using the Remote Deposit Services are made payable to the Company, that all signatures, including endorsements, on each check are authentic and authorized, and that each check has not been altered.
  - C. Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to Bank, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to a third party.
  - D. Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to any third person, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to Bank.
  - E. No drawer will be asked to make a payment on a check (or a substitute check, or a paper or electronic representation or image of such check) that the drawer has already paid.

6. The Company agrees to pay Bank, or shall cause Bank to be paid, for the Remote Deposit Service provided hereunder in accordance with Bank's fee schedule in effect from time-to-time, and which Bank may modify or amend from time-to-time in its sole discretion. The Company also agrees to pay all costs and expenses incurred by Bank in discharging its obligations hereunder.
7. The Company shall and hereby does indemnify and hold harmless Bank, its officers, directors and employees from and against any and all claims, demands, proceedings, losses, liabilities, expenses, including attorney's fees, and damages including consequential, special and punitive damages directly or indirectly against Bank arising out of or related to these Remote Deposit Services Terms and Conditions and General Terms and Conditions, including, but not limited to (i) Bank's performance of the Remote Deposit Services or (ii) the Company's or Authorized User's breach or alleged breach of any of the warranties or obligations under these Remote Deposit Services Terms and Conditions and the General Terms and Conditions. Anything to the contrary herein or in the General Terms and Conditions notwithstanding, the rights and obligations set forth in this Section shall supplement the General Terms and Conditions and shall not be deemed to negate or in any way limit the provisions of the General Terms and Conditions.
8. The Company acknowledges that Bank's security systems and the Remote Deposit Procedures established for providing the Remote Deposit Services are commercially reasonable, and, in particular, are commercially reasonable for the Company's circumstances.
9. In addition to the notification requirements set forth in the General Terms and Conditions, if the Company discovers any discrepancy, unauthorized transaction or error by means other than review of a statement, notice or transaction confirmation supplied by Bank, the Company shall notify Bank of such discrepancy, unauthorized transaction or error in or related to the Remote Deposit Services as promptly as practicable, and in any event within one Banking Day after the earliest discovery thereof. Failure of the Company to notify Bank of any such discrepancy, unauthorized transaction or error within one Banking Day of such discovery shall relieve Bank of any and all liability for any losses resulting from the Company's failure to timely report.
10. Bank shall not be liable for any unauthorized act of any of the Company's officers, employees, directors, former employees, agents, successors, assigns or other persons affiliated with the Company.
  - A. Bank shall have no liability to the Company, or any other person or entity for any loss, damage, cost, or expense arising out of these Remote Deposit Services Terms and Conditions or the Remote Deposit Services, except as provided by applicable law, for any error or delay in performing the Remote Deposit Services provided for in these Remote Deposit Services Terms and Conditions, and shall have no liability for not effecting a deposit, if:
    - The ownership of funds involving a deposit or the authority of the Company or its representative to transmit the deposit is in question;
    - Bank suspects a breach of any security procedures;
    - Bank suspects that the Company account has been used for illegal or fraudulent purposes; or
    - Bank reasonably believes that a deposit is prohibited by federal law or regulation, or otherwise so prohibited in these Remote Deposit Services Terms and Conditions.
  - B. The Remedies set forth in these Remote Deposit Services Terms and Conditions constitute the sole and exclusive remedies for the Company at law and in equity. Bank's maximum liability for damages to the Company, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the lesser of (1) \$10,000, (2) the total amount payable for the Remote Deposit Services during the twelve (12) months before the cause of action arose, or (3) the damages incurred.
11. Neither party may bring an action, regardless of form, arising out of these Remote Deposit Services Terms and Conditions more than one year after the event giving rise to the cause of action except in the case of nonpayment, in which the applicable statute of limitation for collection actions will be applicable.

#### **D. Escrow Management Account Services**

1. Bank agrees to provide to the Company Bank's Escrow Management Account Services. The Escrow Management Account Services are subject to these Escrow Management Account Services Terms and Conditions, the General Terms and Conditions and the Online Access Agreement.
2. Bank and the Company acknowledge and agree that the Online Access Services Terms and Conditions, all exhibits and schedules thereto and all documents referenced therein (collectively the "Online Access Agreement") between the parties hereto is an integral part of these Escrow Management Services Terms and Conditions and the Online Access Agreement is incorporated by reference as if fully set forth herein. The Company further acknowledges and agrees that these Escrow Management Services Terms and Conditions do not exist independent of the Online Access Agreement and these Escrow Management Services Terms and Conditions shall be interpreted as supplementing the covenants, terms and conditions of the Online Access Agreement, as each may be amended from time to time in accordance with their respective terms. Any conflict between the terms of these Escrow Management Services Terms and Conditions and the Online Access Agreement shall be resolved in favor of the Online Access Agreement, except as specifically provided herein.

3. The Escrow Management Account includes the Master Account and all SubAccounts created and linked to the Master Account. Each Master Account and all SubAccounts linked to the Master Account will receive a separate monthly statement that will be distributed to the Company in accordance with the then existing Bank procedures regarding account statements. Once the Master Account is opened, the Company may open up SubAccounts. The Company will designate at the time of opening a SubAccount whether or not such SubAccount is either an interest or non-interest-bearing account. For interest bearing accounts, the interest rate to be paid is set by Bank from time to time and may change with or without notice to the Company.
4. In order to open a SubAccount, the Company must access the online banking platform and comply with the then existing requirements. For interest bearing accounts, the tax liable party of the funds deposited in the SubAccount (the "Client") must sign a Request for Taxpayer Identification Number and Certification (W-9) and the Company must provide a copy of the same to Bank prior to such SubAccount being opened. By submitting the W-9, the Company represents and warrants to Bank that (i) it identified the Client using one of the followings forms of unexpired identification: a valid state issued driver's license, state issued identification card, U.S. passport (or a foreign passport for a non-resident alien only) or a U.S. Military ID, and (ii) that the Client's signature is genuine, and if signed in a representative capacity, was signed by an individual with a valid power of attorney or who is authorized to make the certification on behalf of the Client. To the extent that the Client does not possess one of the forgoing forms of unexpired identification, the Company shall contact Bank prior to opening any SubAccount for such Client. The Company represents and warrants to Bank that it has authority to establish and operate each SubAccount on behalf of the Client.
5. The Company is solely responsible for transferring funds to and from the Master Account and the appropriate SubAccounts. All withdrawals and transfers affecting the SubAccounts shall be made through the Master Account. If the Company desires to make a withdrawal from, or close a SubAccount, via the Master Account, it must complete such transaction via Bank's online banking platform. Incoming funds transfer payment instructions, including FedWire, Automated Clearing House (ACH), or any other funds transfer system in which Bank is participating, must identify the Master Account and SubAccount number (if applicable).
6. Bank reserves the right to close one or more SubAccounts or all SubAccounts and the Master Account at any time.
7. Each authorized signer on the Master Account is authorized to transact in each SubAccount. The Company authorizes Bank to rely on any request that it believes in good faith to be both genuine and authorized or signed by an authorized signer. The Company is responsible for informing the Client that it is not authorized to transact business in any SubAccount.
8. If a check or other deposited item is returned unpaid to Bank or Bank does not receive final payment on any provisional credit paid to the Company, and the Master Account does not contain sufficient funds to cover the returned item or revocation of provisional credit or otherwise has a negative balance, then the Company agrees to immediately deposit funds into the Master Account to cover the returned item, upon Bank's oral or written demand. The Company also authorizes Bank to charge any other account maintained by the Company with Bank for any unpaid item, revocation of provisional credit or negative balance.
9. The Company acknowledges and agrees that the current fees and charges applicable to the Escrow Management Account have been provided to the Company upon opening of the Master Account. Bank may change the fees and charges from time-to-time with or without notice of the changes to the Company. At any time, the Company may contact the Treasury Management department at Bank for a list of the most current fees and charges applicable to Escrow Management Accounts.
10. Bank will provide interest reporting information for the Escrow Management Account and send year-end tax reporting information for the SubAccounts directly to the Clients. Such tax reporting information will be sent to the last address shown on Bank's records for the Client. The Company covenants to keep Bank apprised of any changes in the Client's address.
11. In the event that Bank receives a claim to a SubAccount from the Client or another third party, Bank may restrict the use of the SubAccount until it receives a dispositive court order or any other resolution that Bank, in its sole discretion, deems satisfactory. The Company has the responsibility to verify that the Escrow Management Account satisfies any legal requirement applicable to the Company's business.
12. The relationship between the Company and Bank is that of a creditor and debtor only. Under no circumstances shall Bank be deemed to be acting as an escrow agent, agent, trustee or other relationship imposing any fiduciary duties or responsibilities on Bank of any kind. Any and all escrow services and the corresponding fiduciary duties and responsibilities associated therewith shall be the sole responsibility of the Company and shall remain between the Company and its Clients. Different states may impose different obligations on escrow agents, and the Company remains solely responsible for performing and discharging such obligations. These Escrow Management Terms and Conditions do not and are not intended to confer any rights or remedies upon any person (including, but not limited to, any Clients) other than the Company and Bank.
13. Bank reserves the right to modify these Escrow Management Terms and Conditions at any time, including, but not limited to, the right to convert the Company's Escrow Management Account and all SubAccounts from one product to another. Modification or changes in interest rates on interest-bearing SubAccounts shall be made at Bank's sole discretion.

## **E. Positive Pay Services**

1. Positive Pay Services. Bank agrees to provide the Company with Positive Pay Services, as described herein, with respect to the account(s) listed in the Service Documentation. The Company will provide to Bank all information required in the Service Documentation and any other information reasonably required by Bank to implement the Positive Pay Services. The Positive Pay

Services are subject to these Positive Pay Services Terms and Conditions, the General Terms and Conditions and the Online Access Agreement.

2. Incorporation of Online Access Agreement by Reference. Bank and the Company acknowledge and agree that the Online Access Agreement between the parties hereto is an integral part of these Positive Pay Services Terms and Conditions and the Online Access Agreement is incorporated by reference as if fully set forth herein. The Company further acknowledges and agrees that these Positive Pay Services Terms and Conditions do not exist independent of the Online Access Agreement and these Positive Pay Services Terms and Conditions shall be interpreted as supplementing the covenants, terms and conditions of the Online Access Agreement, as each may be amended from time to time in accordance with their respective terms. Any conflict between the terms of these Positive Pay Services Terms and Conditions and the Online Access Agreement shall be resolved in favor of the Online Access Agreement, except as specifically provided herein.

3. Definitions. The terms designated below shall have the following meanings:

- A. Positive Pay Account (“Positive Pay Account”) – the checking account(s) listed in the Service Documentation. If more than one account is listed, the term “Positive Pay Account” shall be deemed to refer to any and all such accounts listed, as appropriate.
- B. “ACH Items” – any electronic transfer of funds from or through any Positive Pay Account to accounts maintained at Bank and other financial institutions, by transmitting debit or credit entries utilizing the capabilities of the National Automated Clearing House Association (“NACHA”), correspondent banks, Federal Reserve Banks and other automated clearing house associations (“ACH associations”).
- C. “Available Funds” – only those funds on deposit in a Positive Pay Account that are available for withdrawal under applicable law and Bank’s then current funds availability policies.
- D. “Items” – all checks and drafts drawn on a Positive Pay Account and presented to Bank by the Federal Reserve Bank on any Banking Day and any ACH Item, but not including OTC Items.
- E. Over the Counter Items (“OTC Items”) – checks or drafts presented to Bank for payment over the counter in a Bank branch.
- F. “Exception Item” – an item that does not match any Item included in the Issued Item Database.
- G. “Issued Item Database” – a Company established database that contains a description of all valid Items drawn or initiated by the Company on a Positive Pay Account.
- H. “Exception Item Report” – a report describing Exception Items provided by Bank to the Company through Bank’s online banking platform.
- I. “Pay/Return® Screen” – an online banking platform screen format on which the Company will indicate Pay/Return Requests.
- J. “Pay Request” – the instructions of the Company to Bank, in a form acceptable to Bank, ordering Bank to pay an Exception Item.
- K. “Return Request” – the instructions of the Company to Bank, in a form acceptable to Bank, ordering Bank to return an Exception Item.
- L. “Reconciliation Database” – a record of the Company activity on a Positive Pay account including, but not limited to, paid checks, outstanding checks, stop payments, void and canceled items and ACH items.
- M. “Mainframe Transmission” – a Company file for Positive Pay activity sent to Bank in an automated format via a Mainframe computer.
- N. “File Transfer Server” – a Company file for Positive Pay activity sent to Bank in an automated format via a Personal Computer.
- O. “Exception Item Response Time” – time deadline for responding to Positive Pay Exception Items, as set forth on the schedule attached to these Positive Pay Services Terms and Conditions.
- P. “Reverse Positive Pay” – use of Positive Pay Services where the Company has chosen not to create and maintain an Issued Item Database and therefore all items are reported on the Exception Item Report as Exception Items.

4. Issued Item Database.

- A. The Company will create and maintain the Issued Item Database by entering all Items on Bank’s online banking platform, or by transmitting the same via the File Transfer Server or Mainframe Transmission. The Company may void any Item on the Issued Item Database at any time prior to its payment by Bank.
- B. Bank will store the Issued Item Database. The Issued Item Database shall include at a minimum: (i) for checks: the Positive Pay Account number, date, check number and amount of each check or draft, and (ii) for ACH items: the originating company identification number (“ACH Number”) and amount of each ACH Item. The Issued Item Database may also include, with respect to each Item, such other information, including, by way of example, the payee, as the Company may desire to include.

5. Payment of Presented Items and Reporting of Exception Items. Bank shall compare each presented Item by date, check number or ACH number and amount against the Issued Item Database and on each Banking Day, Bank: (i) is authorized to pay, from the designated Positive Pay Account(s), each presented Item that matches by date, check number or ACH number and dollar amount, any Item shown on the Issued Item Database; or (ii) shall provide to the Company, an Exception Item Report specifying the check number or ACH number and Dollar amount of any Exception Item received on that Banking Day.
6. Payment and Dishonor of Exception Items. Bank will pay or return Exception Items in accordance with the Default Option chosen by the Company as indicated in the Service Documentation and subject to the following terms and conditions (**BANK RECOMMENDS THAT THE COMPANY CHOOSE THE RETURN DEFAULT OPTION**):
  - A. Return Default – If the Company has chosen the Return Default Option to apply to any or all of the Exception Items of a Positive Pay Account, Bank shall return any Exception Item drawn on that Positive Pay Account that falls within the parameters of said Return Default Option, unless the Company instructs Bank to pay the Exception Item, by a Pay Request entered on the online banking platform prior to Bank’s designated Exception Item Response Time. Upon timely receipt of a Pay Request, Bank shall pay any item adequately identified in the Pay Request.
  - B. Pay Default – If the Company has chosen the Pay Default Option to apply to any or all of the Exception Items of a Positive Pay Account, Bank is authorized to pay any Exception Item drawn on that Positive Pay Account that falls within the parameters of said Pay Default Option, unless the Company instructs Bank to return the Exception Item, by a Return Request entered on the online banking platform prior to Bank’s designated Exception Item Response Time. Upon timely receipt of a Return Request, Bank shall return any item adequately identified in the Return Request.
7. Reporting Contingency. In the event that Bank’s online banking platform, File Transfer, Mainframe Transfer or any other online or electronic transfer system employed by Bank to communicate Exception Item Reports becomes incapacitated for any reason, Bank reserves the right to communicate Exception Item Reports by facsimile, email or any form of paper report by whatever means of delivery bank deems most efficient.
8. Liability and Remedies.
  - A. The Company agrees that Bank shall be conclusively deemed to have discharged Bank’s duties to act in good faith and to exercise ordinary care if Bank has complied with these Positive Pay Services Terms and Conditions, including applicable security procedure, when it pays or returns an Item or an Exception Item.
  - B. The Company agrees that the provisions of these Positive Pay Services Terms and Conditions provide the Company with a commercially reasonable security procedure with respect to ACH transfers under Pennsylvania’s Uniform Commercial Code (“UCC”).
  - C. If Bank honors an Exception Item in accordance with any Pay Default Option selected by the Company or in accordance with any Pay Request issued by the Company, such honor shall be rightful and the Company waives any right it may have to assert that the Exception Item was not properly payable under the UCC.
  - D. If Bank dishonors an Exception Item in accordance with any Return Default Option selected by the Company or in accordance with any Return Request issued by the Company, such dishonor shall be rightful and the Company waives any right it may have to assert that the dishonor of the Exception Item was wrongful under the UCC.
  - E. Subject to the damages limitations set forth in the General Terms and Conditions, Bank’s liability for wrongful honor or dishonor of an Item or an Exception Item shall be governed by the applicable provisions of UCC Articles 3 and 4, and provided that, the foregoing notwithstanding, Bank shall in no event be liable to the Company for (a) wrongful dishonor when Bank, acting in good faith, returns an Item or Exception Item (i) that Bank reasonable believes was not properly payable, or (ii) if there were insufficient Available Funds in the designated Positive Pay Account, or (iii) if Bank is required to do so by service of legal process or based on the instructions of regulatory, government or judicial authorities, or (b) wrongful honor of an Item or Exception Item where the Company (i) failed to exercise ordinary care under applicable provisions of the UCC, or (ii) sustained no actual damages.
  - F. Bank shall not be responsible for detecting any Company error contained in the Issued Item Database, a Pay Request or a Return Request, nor will Bank be liable for losses or damages arising out of any errors in the Issued Item Database, a Pay Request or a Return Request.
9. Bank, in its sole discretion, may accept for payment Items or Exception Items which may result in an overdraft of a Positive Pay Account. The Company hereby agrees to repay such amounts with interest thereon as provided in the General Terms and Conditions. In no event shall Bank have a duty to pay any Items or Exception Items when there are not available funds in a Positive Pay Account.

## **F. Electronic Business Bill Payment Service**

1. Description of Electronic Business Bill Payment Service. The electronic business bill payment service (the “Bill Payment Service”) enables the Company to receive, view, and pay bills from the portion of Bank’s online banking platform (the “Site”) through which the Bill Payment Service is offered.

## 2. Definitions.

- A. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
  - B. "Biller" is the person or entity to which the Company wishes a bill payment to be directed or is the person or entity from which the Company receives electronic bills, as the case may be.
  - C. "Billing Account" is the Deposit Account (as defined below) from which all Bill Payment Service fees will be automatically debited.
  - D. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
  - E. "Deposit Account" is a checking, money market, or savings account that the Company holds with Bank and from which the Company's bill payments will be debited, the Company's Bill Payment Service fees, if any, will be automatically debited, or to which payments and credits to the Company will be credited, that is eligible for the Bill Payment Service.
  - F. "Due Date" is the date reflected on the Company's Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
  - G. "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).
  - H. "Payment Instruction" is the information provided by the Company to the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
  - I. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
  - J. "Scheduled Payment" is a payment that has been scheduled through the Bill Payment Service but has not begun processing.
  - K. "Scheduled Payment Date" is the day the Company wants its Biller to receive the Company's bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
3. Service Providers. Bank is offering the Company the Bill Payment Service through one or more Service Providers that Bank has engaged to render some or all of the Bill Payment Service to the Company on Bank's behalf. However, notwithstanding that Bank has engaged such a Service Provider to render some or all of the Bill Payment Service to the Company, Bank is the sole party liable to the Company for any payments or transfers conducted using the Bill Payment Service and Bank is solely responsible to the Company and any third party to the extent any liability attaches in connection with the Bill Payment Service. The Company agrees that Bank has the right under these Electronic Business Bill Payment terms of service (this "Bill Pay Agreement") to delegate to Service Providers all of the rights and performance obligations that Bank has hereunder, and that the Service Providers will be third party beneficiaries and will be entitled to all the rights and protections that this Bill Pay Agreement provides to Bank.
4. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Payment Service is offered when the Company is scheduling the payment. Therefore, the Bill Payment Service will not permit the Company to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, the Company must select a Scheduled Payment Date that is no later than the actual Due Date reflected on the Company's Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, the Company must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, the Company's Deposit Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, the Company's Deposit Account may be debited earlier than the Scheduled Payment Date.
5. The Bill Payment Service Guarantee. Due to circumstances beyond the control of the Bill Payment Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to the Company's account. The Bill Payment Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 4 (Payment Scheduling) above.
6. Payment Authorization and Payment Remittance. The Company represents and warrants that the Company or its Authorized Users are acting with full authority for the applying entity, and that the Company is duly authorized to execute this Bill Pay Agreement on behalf of the applying entity. By providing the Bill Payment Service with names and account information of Billers to whom the Company wishes to direct payments, the Company authorizes the Bill Payment Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, the Company authorizes the Bill Payment Service to debit the Company's Deposit Account and remit funds on the Company's behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by the Company. The Company also authorizes the Bill Payment Service to credit the

Company's Deposit Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to the Company on behalf of another Authorized User of the Bill Payment Service.

The Bill Payment Service will attempt to make all the Company's payments properly. However, the Bill Payment Service shall incur no liability and any Bill Payment Service Guarantee (as described in Section 5 above) shall be void if the Bill Payment Service is unable to complete any payments initiated by the Company because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Bill Payment Service, the Company's Deposit Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of the Company's overdraft account;
2. The payment processing center is not working properly, and the Company knows or has been advised by the Bill Payment Service about the malfunction before the Company executes the transaction;
3. The Company has not provided the Bill Payment Service with the correct Deposit Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Bill Payment 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 Payment Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from the Company's Deposit Account or causes funds from the Company's Deposit Account to be directed to a Biller which does not comply with the Company's Payment Instructions, the Bill Payment Service shall be responsible for returning the improperly transferred funds to the Company's Deposit Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

7. Payment Cancellation Requests. The Company may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Payment Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.
8. Stop Payment Requests. The Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If the Company desires to stop any payment that has already been processed, the Company must contact customer care for the Bill Payment Service in the manner set forth in Section 15 (Notices to Bank Regarding the Bill Payment Service) below. Although the Bill Payment Service will attempt to accommodate the Company's request, the Bill Payment Service will have no liability for failing to do so. The Bill Payment Service may also require the Company to present its request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
9. Exception Payments Requests. Exception Payments may be scheduled through the Bill Payment Service; however, Exception Payments are discouraged and must be scheduled at the Company's own risk. Except as required by applicable law, in no event shall the Bill Payment Service be liable for any claims or damages resulting from the Company's scheduling of Exception Payments. The Bill Payment Service Guarantee (as described in Section 5 above) does not apply to Exception Payments.
10. Bill Delivery and Presentment. The Bill Payment Service includes a feature that electronically presents the Company with electronic bills from select Billers. Electronic bills may not be available from all of the Company's Billers. Electronic bills are provided as a convenience only, and the Company remains solely responsible for contacting the Company's Billers directly if the Company does not receive its statements. In addition, if the Company elects to activate one of the Bill Payment Service's electronic bill options, the Company also agrees to the following:
  1. Presentation of electronic bills – The Company will receive electronic bills from a Biller only if both: (a) the Company has designated it in the Bill Payment Service as one of the Company's Billers, and (b) the Biller has arranged with Bank's Service Provider to deliver electronic bills. The Bill Payment Service may then present the Company with electronic bills from that Biller if the Company affirmatively elects online within the Bill Payment Service to receive electronic bills from the Biller. The Company can elect online within the Bill Payment Service to stop receiving electronic bills from a Biller. When affirmatively electing to receive electronic bills from a particular Biller, the Company may be presented with terms from that Biller for the Company's acceptance. Bank is not a party to such terms.
  2. Paper Copies of electronic bills – If the Company starts receiving electronic bills from a Biller, the Biller may stop sending the Company paper or other statements. The ability to receive a paper copy of the Company's statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding the Company's ability to obtain paper copies of electronic bills on a regular or as-requested basis.
  3. Sharing Information with Billers – The Company authorizes Bank to share identifying personal information about the Company (such as name, address, telephone number, Biller account number) with companies that the Company have identified as the Company's Billers and which Bank has identified as offering electronic bills for purposes of matching the

Company's identity on the Bill Payment Service's records and the Biller's records to activate the Company's affirmative request for electronic bills.

4. Information held by the Biller – Bank is unable to update or change the Company's 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 the Company to contact the Biller directly. Additionally, it is the Company's responsibility to maintain all usernames and passwords for all electronic Biller sites. The Company also agrees not to use someone else's information to gain unauthorized access to another person's bill. Bank may, at the request of the Biller, provide to the Biller the Company's email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching the Company's identity against its records or informing the Company about the Biller's service and/or bill information.
5. Activation – Bank will notify the Biller of the Company's request to receive electronic billing information. The presentment of the Company's 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 the Company's electronic bill feature is being activated it is the Company's responsibility to keep its accounts current. Each electronic Biller reserves the right to accept or deny the Company's request to receive electronic bills.
6. Authorization to obtain bill data – The Company authorizes Bank to obtain bill data from the Company's Billers that the Company has requested to send the Company electronic bills, and from the Company's Billers that wish to send the Company trial electronic bills. For some Billers, the Company will be asked to provide Bank with its user name and password for that Biller. By providing Bank with such information, the Company authorizes Bank to use the information to obtain the Company's bill data.
7. Notification – Bank will attempt to present all of the Company's electronic bills promptly. In addition to notification within the Bill Payment Service, Bank may send an email notification to the email address listed for the Company's account. It is the Company's sole responsibility to ensure that this information is accurate. In the event the Company does not receive notification, it is the Company's responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. The Company is responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. The Company may cancel electronic bill presentment at any time. The timeframe for cancellation of the Company's 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. Bank will notify the Company's electronic Biller(s) as to the change in status of the Company's account and it is the Company's sole responsibility to make arrangements for an alternative form of bill delivery. Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s) – The Company agrees to hold Bank harmless should the Biller fail to deliver the Company's statement(s). The Company is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill – Bank is not responsible for the accuracy of the Company's electronic bill(s). Bank is only responsible for presenting the information Bank receives from the Biller. Any discrepancies or disputes regarding the accuracy of the Company's electronic bill summary or detail must be directly addressed and resolved with the Biller by the Company.

This Bill Pay Agreement does not alter the Company's liability or obligations that currently exist between the Company and its Billers.

11. Disclosure of Account Information to Third Parties. It is Bank's general policy to treat the Company's account information as confidential. However, Bank will disclose information to third parties about the Company's account or the transactions the Company makes in the following situations pursuant to Bank's Privacy Policy as further described in Section 19 (Company Privacy; Privacy of Others) below in addition to the circumstances set forth in Section 28 (Information Authorization):
  1. Where it is necessary for completing transactions;
  2. Where it is necessary for activating additional services;
  3. In order to verify the existence and condition of the Company's account to a third party, such as a credit bureau or Biller;
  4. To a consumer reporting agency for research purposes only;
  5. In order to comply with a governmental agency or court orders; or,
  6. If the Company gives Bank its written permission.
12. Bill Payment Service Fees and Additional Charges. The Company is responsible for paying all fees associated with the Company's use of the Bill Payment Service. Applicable fees will be disclosed in this Bill Pay Agreement, a fee schedule sent by postal mail to the Company, and/or the Site. Any applicable fees will be charged regardless of whether the Bill Payment Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Payment Service will be charged against the Billing Account.

There may be a charge for additional transactions and other optional services. The Company agrees to pay such charges and authorize the Bill Payment Service to deduct the calculated amount from the Company's designated Billing Account. Any financial fees associated with the Company's standard deposit accounts will continue to apply. The Company is responsible for any and all telephone access fees and Internet service fees that may be assessed by the Company's telephone and Internet service provider. Section 26 (Failed Or Returned Payment Instructions) applies if the Company does not pay Bank's fees and charges for the Bill Payment Service, including without limitation if Bank debits the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

13. Biller Limitation. The Bill Payment Service reserves the right to refuse to pay any Biller to whom the Company may direct a payment. As required by applicable law, the Bill Payment Service will notify the Company promptly if it decides to refuse to pay a Biller designated by the Company as set forth in Section 21 (Prohibited Payments) or an Exception Payment under this Bill Pay Agreement.
14. Returned Payments. In using the Bill Payment Service, the Company understands that Billers and/or the United States Postal Service may return payments to the Bill Payment 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 Payment Service will attempt to research and correct the returned payment and return it to the Company's Biller, or void the payment and credit the Company's Deposit Account. The Company may receive notification from the Bill Payment Service.
15. Notices to Bank Regarding the Bill Payment Service. Except as otherwise stated below, notice to Bank concerning the Site or the Bill Payment Service must be sent by postal mail to: Dollar Bank, 2700 Liberty Avenue, Pittsburgh, PA 15222, Attn: Treasury Management. Bank may also be reached at 1-855-282-3888 for questions and other purposes concerning the Bill Payment Service. Bank will act on the Company's telephone calls as described below in Section 30 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Bill Pay Agreement.
16. Notices to the Company. The Company agrees that Bank may provide notice to the Company by posting it on the Site, sending the Company an in-product message within the Bill Payment Service, emailing it to an email address that the Company has provided Bank or mailing it to any postal address that the Company has provided Bank. All notices by any method shall be deemed received by the Company no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by the Company no later than three (3) Business Days after it is mailed. The Company may request a paper copy of any legally required disclosures and the Company may terminate its consent to receive required disclosures through electronic communications by contacting Bank as described in Section 15 (Notices to Bank Regarding the Bill Payment Service) above. Bank reserves the right to charge the Company a fee as set out in the applicable fee schedule to respond to each such request. Bank reserves the right to terminate the Company's use of the Bill Payment Service if the Company withdraws its consent to receive electronic communications.
17. Calls and/or Emails to the Company. By providing Bank with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), the Company consents to receiving calls from Bank and Bank's Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from Bank for Bank's everyday business purposes (including identity verification). The Company acknowledges and agrees that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, and calls made by an ATDS from Bank or Bank's affiliates and agents. Please review Bank's Privacy Policy for more information.
18. Receipts and Transaction History. The Company may view its transaction history by logging into the Bill Payment Service and looking at its transaction history. The Company agrees to review its transactions by this method instead of receiving receipts by mail.
19. Company Privacy; Privacy of Others. Protecting the Company's privacy is very important to Bank. Please review Bank's Privacy Policy in order to better understand Bank's commitment to maintaining the Company's privacy, as well as Bank's use and disclosure of the Company's information. If the Company receives information about another person through the Bill Payment Service, the Company agrees to keep the information confidential and only use it in connection with the Bill Payment Service.
20. Eligibility. The Bill Payment Service is offered only to domestic Businesses with a physical address located within the United States (or its territories). If a Deposit Account is owned by more than one person, or has more than one Authorized User, each person individually may provide Bank with instructions, make any decision, obtain any information, or make any request associated with the Deposit Account and related Bill Payment Service, to the extent allowed by agreements covering the Deposit Account. By using the Bill Payment Service, the Company represents that it meets these requirements and that the Company agrees to be bound by this Bill Pay Agreement.
21. Prohibited Payments. The following types of payments are prohibited through the Bill Payment Service, and Bank has the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
  - a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
  - b. Payments that violate any law, statute, ordinance or regulation; and
  - c. Payments that violate the Acceptable Use terms in Section 22 below; and
  - d. Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts

or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. 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
- f. 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, 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, or check cashing, or; (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall Bank or Bank’s Service Providers be liable for any claims or damages resulting from the Company’s scheduling of prohibited payments. Bank encourages the Company to provide notice to Bank by the methods described in Section 15 (Notices to Bank Regarding the Bill Payment Service) above of any violations of the Bill Pay Agreement generally.

22. Acceptable Use. The Company agrees that it is independently responsible for complying with all applicable laws in all of the Company’s activities related to its use of the Bill Payment Service, regardless of the purpose of the use, and for all communications the Company sends through the Bill Payment Service. Bank and Bank’s Service Providers have the right but not the obligation to monitor and remove communications content that Bank finds in Bank’s sole discretion to be objectionable in any way. In addition, the Company is prohibited from using the Bill Payment 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 Bank’s 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 Payment Service or the portion of the Site through which the Bill Payment Service is offered without Bank’s prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Bill Payment Service, or interfere or attempt to interfere, with the Site or the Bill Payment Service; or (j) may cause Bank or Bank’s Service Providers to lose any of the services from Bank’s internet service providers, payment processors, or other vendors. Bank encourages the Company to provide notice to Bank by the methods described in Section 15 (Notices to Bank Regarding the Bill Payment Service) above of any violations of the Bill Pay Agreement generally.
23. Payment Methods and Amounts. There are limits on the amount of money the Company can send or receive through the Bank’s Bill Payment Service. The Company’s limits may be adjusted from time-to-time in Bank’s sole discretion. Bank or Bank’s Service Provider also reserve the right to select the method in which to remit funds on the Company’s behalf through the Bill Payment Service, and in the event that the Company’s Deposit Account is closed or otherwise unavailable to Bank the method to return funds to the Company. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of Bank’s Service Provider, or draft drawn against the Company’s account.
24. Company Liability for Unauthorized Transfers. Federal Regulation E provides certain protections against loss resulting from unauthorized online banking or mobile banking transfers from a personal account, including bill payments or transfers to other accounts. These protections do not apply to business purpose accounts, regardless of account ownership.

Immediately following the Company’s discovery of an unauthorized Payment Instruction, the Company shall communicate with customer care for the Bill Payment Service in the manner set forth in Section 15 (Notices to Bank Regarding the Bill Payment Service) above. The Company acknowledges and agrees that time is of the essence in such situations. Tell Bank AT ONCE if the Company believes its user identification, password, or other means of accessing the Bill Payment Service have been stolen or used without the Company’s permission. The Company could lose all of the money in its Deposit Account, plus any credit available in any available overdraft protection plan. Also, if the periodic statement for the Company’s Deposit Account shows payments or other Bill Payment Service transactions that the Company did not make, tell Bank at once. **THE COMPANY IS RESPONSIBLE FOR ALL PAYMENTS INITIATED USING ITS USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE BILL PAYMENT SERVICE, REGARDLESS OF WHETHER THE COMPANY AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT THE COMPANY IMPOSED ON ITS AUTHORIZED USER(S).**

For payment requests from business accounts, which are subject to Article 4A of the Uniform Commercial Code (“UCC 4A”), Bank is liable only for damages required to be paid under UCC 4A. Bank will never be liable for any exemplary, special, indirect, or

consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if Bank has been informed of the possibility of such damages, except as may be required by law.

25. Taxes. It is the Company's responsibility to determine what, if any, taxes apply to the transactions the Company makes or receives, and it is the Company's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Bank is not responsible for determining whether taxes apply to the Company's transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
26. Failed or Returned Payment Instructions. In using the Bill Payment Service, the Company is requesting that Bank or Bank's Service Provider attempt to make payments for the Company from its Deposit Account. If the Payment Instruction cannot be completed for any reason associated with the Company's Deposit Account (for example, there are insufficient funds in the Company's Deposit Account, or the Payment Instruction would exceed the credit or overdraft protection limit of the Company's Deposit Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, Bank's 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 Deposit Account a second time to complete the Payment Instruction. In some instances, the Company will receive a return notice from Bank or Bank's Service Provider. In each such case, the Company agrees that:
- a. The Company will reimburse Bank's 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, the Company's Deposit Account to allow the debit processing to be completed;
  - b. The Company may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by Bank's Service Provider or their third-party contractor if the Payment Instruction cannot be debited because the Company has insufficient funds in its Deposit Account, or the transaction would exceed the credit or overdraft protection limit of its Deposit Account, to cover the payment, or if the funds cannot otherwise be collected from the Company. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by Bank, as set forth in the Company's fee schedule from Bank (including as disclosed on the Site) or the Company's account agreement with Bank. The Company hereby authorizes Bank and Bank's Service Provider to deduct all of these amounts from the Company's designated Deposit Account, including by ACH debit;
  - c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.
27. Address or Banking Changes. It is the Company's sole responsibility, and the Company agrees to ensure that the contact information in the Company's user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes may be able to be made within the user interface of the Bill Payment Service or by contacting customer care for the Bill Payment Service as set forth in Section 15 (Notices to Bank Regarding the Bill Payment Service) above. Bank is not responsible for any payment processing errors or fees incurred if the Company does not provide accurate Deposit Account, Payment Instructions or contact information.
28. Information Authorization. The Company agrees that the Bill Payment Service reserves the right to obtain financial information regarding the Company's account from a Biller or its financial institution (for example, to resolve payment posting problems or for verification). Through the Company's enrollment in or use of the Bill Payment Service, the Company agrees that Bank reserves the right to request a review of the Company's credit rating at Bank's own expense through an authorized bureau. In addition, and in accordance with Bank's Privacy Policy, the Company agrees that Bank reserves the right to obtain personal information about the Company, including without limitation, financial information and transaction history regarding the Company's Deposit Account. The Company further understand and agree that Bank reserves the right to use personal information about the Company for Bank's and Bank's Service Providers' everyday business purposes, such as to maintain the Company's ability to access the Bill Payment Service, to authenticate the Company when it logs in, to send the Company information about the Bill Payment Service, to perform fraud screening, to verify the Company's identity, to determine the Company's 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 Bill Pay Agreement, to protect Bank's rights and property, and to customize, measure, and improve the Bill Payment Service and the content and layout of the Site. Additionally, Bank and Bank's Service Providers may use the Company's information for risk management purposes and may use, store and disclose the Company's information acquired in connection with this Bill Pay 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. Bank and Bank's Service Providers shall have the right to retain such data even after termination or expiration of this Bill Pay Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, Bank and Bank's Service Providers may use, store and disclose such information acquired in connection with the Bill Payment Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Bill Payment Service.
29. Bill Payment Service Termination, Cancellation, or Suspension. If the Company wishes to cancel the Bill Payment Service, the Company may contact Bank as set forth in Section 15 (Notices to Bank Regarding the Bill Payment Service) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by Bank. The Company agrees that Bank may terminate or suspend the Company's use of the Bill Payment Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect the Company's liability or obligations under this Bill Pay Agreement.
30. Errors, Questions, and Complaints. The provisions of this Section apply only to Deposit Accounts that are established primarily for personal, family, or household purposes.

- a. In case of errors or questions about your transactions, you should as soon as possible contact Bank as set forth in Section 15 (Notices to Bank Regarding the Bill Payment Service) above.
  - b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, Bank must hear from you no later than sixty (60) days after Bank sends you the applicable periodic statement for your account that identifies the error. You must:
    1. Tell Bank your name;
    2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
    3. Tell Bank the dollar amount of the suspected error.
  - c. If you tell Bank orally, Bank may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, Bank will determine whether an error occurred within ten (10) Business Days after you notify Bank of the error. Bank will tell you the results of Bank's investigation within three (3) Business Days after Bank completes its investigation of the error and will correct any error promptly. However, if Bank requires more time to confirm the nature of your complaint or question, Bank reserves the right to take up to forty-five (45) days to complete its investigation. If Bank decides to do this, Bank will provisionally credit the Company's Deposit Account within ten (10) Business Days for the amount you think is in error. If Bank asks you to submit your complaint or question in writing and Bank does not receive it within ten (10) Business Days, Bank may not provisionally credit your Deposit Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of Bank's investigation. You may ask for copies of documents used in Bank's investigation. Bank may revoke any provisional credit provided to you if Bank finds an error did not occur.
31. Intellectual Property. All marks and logos related to the Bill Payment Service are either trademarks or registered trademarks of Bank's or Bank's licensors. In addition, all page headers, custom graphics, button icons, and scripts are Bank's service marks, trademarks, and/or trade dress or those of Bank's licensors. The Company may not copy, imitate, or use any of the above without Bank's prior written consent, which Bank may withhold in Bank's sole discretion, and the Company may not use them in a manner that is disparaging to Bank or the Bill Payment Service or display them in any manner that implies Bank's sponsorship or endorsement. All right, title and interest in and to the Bill Payment Service, the portion of the Site through which the Bill Payment Service is offered, the technology related to the Site and Bill Payment Service, and any and all technology and any content created or derived from any of the foregoing, is Bank's exclusive property or that of Bank's licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information the Company may send to Bank through or regarding the Site or Bill Payment Service shall be considered an uncompensated contribution of intellectual property to Bank and Bank's licensors, shall also be deemed Bank's and Bank's licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on Bank's part. By submitting any such materials to Bank, the Company automatically grants (or warrants that the owner of such materials has expressly granted) to Bank and Bank's licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed, and the Company warrants that all so-called "moral rights" in those materials have been waived, and warrants that the Company has the right to make these warranties and transfers of rights.
32. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Bill Payment Service is offered for the Company's convenience. By providing these links, Bank is not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Bill Payment Service web pages. Consequently, Bank cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if "click" on a banner advertisement or a search result, the Company's "click" may take the Company off the Site. This may include links from advertisers, sponsors, and content partners that may use Bank's logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that the Company may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that Bank does not control. The Company may link to the home page of Bank's Site. However, the Company may not link to other pages of Bank's Site without Bank's express written permission. The Company also may not "frame" material on Bank's Site without Bank's express written permission. Bank reserves the right to disable links from any third-party sites to the Site.
33. Authorized Users; Password and Security. By appointing one or more Authorized Users for the Bill Payment Service, the Company is solely responsible for the actions or inactions of such Authorized User(s). The Company is responsible for all payments that the Company or its Authorized Users authorize using the Bill Payment Service. If the Company permits other persons to use the Bill Payment Service or the Company's password or other means to access the Company's account, the Company is responsible for any transactions they authorize.

The Company represents and warrants that the Company has taken all internal actions necessary to ensure that the Authorized Users for the Bill Payment Service are duly authorized under the terms of the corporate bylaws, partnership agreement, or other internal documents that might govern the appointment of the Authorized Users to do the following on the Company's behalf:

- a. Access the Company's account(s) and any information related to the Company's account(s) with Bank,
- b. Establish and change the Company's Billing Account and/or Deposit Account,
- c. Access the Bill Payment Service and any information related to the Bill Payment Service,
- d. Engage in any transactions permissible through the Bill Payment Service,
- e. Provide Bank with any Payment Instructions,
- f. Initiate any payments or other transactions under the terms of this Bill Pay Agreement,
- g. Establish and change the Company's Billers (including adding new Billers, deleting existing Billers and/or editing the information regarding existing Billers).

If the Company or its Authorized Users are issued or create any password or other credentials to access the Bill Payment Service or the portion of the Site through which the Bill Payment Service is offered, the Company agrees that it shall not, and its Authorized Users shall not, give or make available such password or credentials to any unauthorized individuals, and the Company and its Authorized Users both agree to be responsible for all actions taken by anyone to whom the Company has provided such credentials. If the Company or any Authorized Users believe that the Company's credentials have been lost or stolen or that someone may attempt to use them to access the Site or Bill Payment Service without the Company's consent, the Company must inform Bank at once at the telephone number provided in Section 15 (Notices to Bank Regarding the Bill Payment Service) above. See also Section 15 (Notices to Bank Regarding the Bill Payment Service) regarding how the timeliness of the Company's notice impacts its liability for unauthorized transfers.

34. Amendments to Bill Payment Service. Bank may amend this Bill Pay Agreement as it relates to the Bill Payment Service and any applicable fees and charges for the Bill Payment Service at any time by sending a revised version by postal mail to the Company or posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Bill Payment Service after a notice of change or after the posting of a revised version of this Bill Pay Agreement on the Site will constitute the Company's agreement to such changes and revised versions. Further, Bank may, from time to time, revise, update, upgrade or enhance the Bill Payment Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, Bank reserves the right to terminate this Bill Pay Agreement as to all such prior versions of the Bill Payment Service, and/or related applications and material, and limit access to only the Bill Payment Service's more recent revisions, updates, upgrades or enhancements.
35. Bank's Relationship with Company. With respect to the Bill Payment Service, Bank is an independent contractor for all purposes, except that Bank acts as the Company's agent with respect to the custody of the Company's funds for the Bill Payment Service. Bank does not have control of, or liability for, any products or services that are paid for with Bank's Bill Payment Service. Bank also does not guarantee the identity of any user of the Bill Payment Service (including, but not limited to, recipients to whom the Company sends payments).
36. Assignment. The Company may not transfer or assign any rights or obligations the Company has under this Bill Pay Agreement without Bank's prior written consent, which Bank may withhold in Bank's sole discretion. Bank reserves the right to transfer or assign this Bill Pay Agreement or any right or obligation under this Bill Pay Agreement at any time to any party. Bank may also assign or delegate certain of our rights and responsibilities under this Bill Pay Agreement to independent contractors or other third parties.
37. Remedies. If Bank has reason to believe that the Company has engaged in any of the prohibited or unauthorized activities described in this Bill Pay Agreement or have otherwise breached the Company's obligations under this Bill Pay Agreement, Bank may terminate, suspend or limit the Company's access to or use of the Site or the Bill Payment Service; notify law enforcement, regulatory authorities, impacted third parties, and others as Bank deems appropriate; refuse to provide Bank's service to the Company in the future; and/or take legal action against the Company. In addition, Bank, in its sole discretion, reserve the right to terminate this Bill Pay Agreement, access to the Site and/or use of the Bill Payment Service for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to Bank under this Bill Pay Agreement, by law or otherwise.
38. No Waiver. Bank shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of Bank's authorized representatives. No delay or omission on Bank's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasion.

## **G. Controlled Disbursements Services**

1. Bank agrees to provide the Company with Controlled Disbursement Services, as described herein, with respect to the account(s) designated to Bank in the Service Documentation subject to these Controlled Disbursement Services Terms and Conditions and the General Terms and Conditions.
2. The terms designated below shall have the followings meanings:

- A. Controlled Disbursement Account (CDA Account) – the checking account(s) listed in the Service Documentation. If more than one account is listed, the term “CDA Account” shall be deemed to refer to any and all such accounts listed, as appropriate.
  - B. RT Number – Routing and Transit Number 243374467.
  - C. RCPC Clearing Items – all checks or drafts presented to Bank by the Federal Reserve Bank on any Banking Day which bear the RT Number and which are drawn on a CDA Account, exclusive of the Exception Items.
  - D. Over the Counter Items (OTC Items) – checks or drafts presented to Bank for payment over the counter in a Bank branch.
  - E. Exception Items – any items other than RCPC Clearing Items and OTC Items, including but not limited to mutilated checks and miscellaneous debit advices, all of which are conclusively presumed to contain the RT.
  - F. Operating Balance – the minimum balance set by Bank, at its sole discretion, which the Company is required to maintain in a CDA Account after Bank has reviewed the Company’s OTC Items and Exception Items.
3. The Company agrees to maintain a CDA Account, through which general disbursement checks shall be cleared. The Company agrees that all checks used for a CDA Account will be printed in accordance with specifications established by the American Bankers Association and each check will be encoded with the RT.
  4. The Company agrees to provide a sample of fifteen to twenty voided CDA checks to Bank so the quality of the Magnetic Ink Character Recognition (MICR) line on these checks can be tested.
  5. The Company shall keep sufficient available funds in a CDA Account to maintain the Operating Balance and shall maintain contact with Bank in order to ensure compliance with this requirement.
  6. Bank will provide to the Company daily notification of the dollar amount of: (i) the RCPC Clearing Items to be posted to a CDA Account that day; and (ii) the OTC Items posted to a CDA Account the previous Banking Day. Such notification will be provided in accordance with the Company’s instructions provided to Bank in the Service Documentation.
  7. The Company shall fund a CDA Account not later than the end of the day Bank notifies the Company to do so and shall fund in the amount of the RCPC Clearing Items to be posted to a CDA Account that day and the OTC Items posted to a CDA Account the previous Banking Day. If the Company fails to so fund a CDA Account, Bank is not obligated to create an overdraft and may return checks unpaid.
  8. Bank, in its sole discretion, may accept for payment items which may result in an overdraft of a CDA Account. The Company hereby agrees to repay such amounts with interest thereon at the highest prevailing rate permitted to be charged by Bank. In no event shall Bank have a duty to pay any RCPC Clearing Items or OTC Items when insufficient or uncollected funds are available in a CDA Account.

## **H. Corporate Card Display Services**

1. Corporate Card Display Services. Bank agrees to provide the Company with Corporate Card Display Services, as described herein, with respect to the Company Tax I.D. Nos. listed in the Service Documentation. The Company will provide to Bank all information required in the Service Documentation and any other information reasonably required by Bank to implement the Corporate Card Display Services. The Corporate Card Display Services are subject to these Corporate Card Display Services Terms and Conditions, the General Terms and Conditions and the Online Access Agreement.
2. Incorporation of Online Access Agreement by Reference. Bank and Company acknowledge and agree that the Online Access Agreement between the parties hereto is an integral part of these Corporate Card Display Services Terms and Conditions and the Online Access Agreement is incorporated by reference as if fully set forth herein. The Company further acknowledges and agrees that these Corporate Card Display Services Terms and Conditions do not exist independent of the Online Access Agreement and these Corporate Card Display Services Terms and Conditions shall be interpreted as supplementing the covenants, terms and conditions of the Online Access Agreement, as each may be amended from time to time in accordance with their respective terms. Any conflict between the terms of these Corporate Card Display Services Terms and Conditions and the Online Access Agreement shall be resolved in favor of the Online Access Agreement, except as specifically provided herein.
3. Services. The Company hereby requests the display, via Bank’s online banking platform, of the Company’s account activity (when posted) on the Bank Corporate account(s) listed under the Tax I.D. Nos. provided in the Service Documentation.
4. Acknowledgements. The Company acknowledges that the Corporate Card Display Services are for informational purposes only and account activity may not be posted in real time. The account activity displayed from time to time and the terms of these Corporate Card Display Services Terms and Conditions are each subject to change. Bank may discontinue or suspend the Corporate Card Display Services at any time.
5. Duty to Protect by the Company. The Company agrees to appropriately supervise and monitor its agents and other third parties that have access to the Corporate Card Display Services and the computer system on which it is displayed, in order to prevent fraud,

unauthorized charges and other losses to the Company. The Company agrees that Bank shall not be liable for any damage the Company may suffer or incur as a result of access to the Corporate Card Display Services, whether or not such access was authorized by the Company. Bank has no duty to safeguard the Company's information, except as may be required by the Online Access Agreement and the Business Credit Card Agreement between the parties.

## I. Image Cash Letter

1. Image Cash Letter Services. Bank's Image Cash Letter Service (the "ICL Service") allows the Company or a third party acting as the Company's agent ("Third Party Agent"), to transmit, through the Company's own hardware and software, an image cash letter file ("Image File") to Bank for processing. Image Files consist of imaged checks and check data ("Imaged Items"). Check data includes the Magnetic Ink Character Recognitions (MICR) formatting information printed on the bottom of a paper check. All Image Files must meet the then current format, specifications and terms and conditions required by the then current X9 File Format Customer Procedures provided by Bank, as the same may be amended or revised from time-to-time (the "ICL Procedures"). The Company understands and agrees that the Company must strictly comply with the ICL Procedures and the Company further agrees that the Company will be solely liable for any loss or damage of any kind to the Company, Bank or any third party resulting from the Company's failure to comply with the ICL Procedures. The Company understands and agrees that the Company has the exclusive responsibility of safeguarding and maintaining the security and confidentiality of all original Imaged Items deposited through the ICL Service and shall be solely liable for any loss or damage of any kind to the Company, Bank or any third party resulting from the Company's failure to maintain the security and confidentiality of the original Imaged Items. The Company understands and agrees that the Company has the exclusive responsibility of safeguarding and maintaining the security and confidentiality of any personal identification numbers, passwords, codes, tokens or similar security devices for use in connection with the Imaged Items and the ICL Services and the Company shall not hold Bank liable for any damages of any kind to the Company, Bank or any third party resulting from the Company's disclosure (whether intentional or unintentional) of such information or devices. The ICL Services are subject to these Image Cash Letter Terms and Conditions and the General Terms and Conditions.
2. Testing. Bank may require at least two successful tests of Imaged Files prior to commencing the ICL Services for the Company. The test files should be a true indication of file contents, size, etc., and shall comply with the requirements of Bank.
3. Processing. Subject to the terms hereof, Bank shall endeavor to process Image Files received before the cut-off time set forth in the ICL Procedures on the Banking Day they are received and shall be afforded credit in accordance with the then current funds availability policies of Bank. If for any reason bank is unable to process an Image File received before the cut-off time, Bank will use commercially reasonable efforts to process on the next Banking Day. Subject to terms hereof, Bank shall endeavor to process any Image Files received after the cut-off time on the next Banking Day. Image Files will only be processed on Banking Days. Funds deposited through the ICL Service in accordance with these terms of service will be made available funds to the Company in accordance to Bank's current funds availability schedule and the deposit account agreement governing the account.
4. Rules. Bank and the Company will transmit and process the electronic entries initiated by the Company in accordance with the rules of Check 21 Act, FRB Regulation CC- 12 CFR 229, American National Standards X9 specification, Federal Reserve Bank, UCC Article 3 and 4, and any network association agreements as are currently in effect and as amended from time to time (collectively, the "Rules"). The Company agrees to be bound by and held subject to the Rules as well as the provisions contained in these Image Cash Letter Terms and Conditions. The Company agrees to maintain permanent and electronically accessible records of all transactions in accordance with published state and federal requirements and include check images, front and back, posting date, amount, serial number and routing and transit numbers and any endorsements and marks.
5. Exception Items. Bank reserves the right to reject any Imaged Item that it, in its sole discretion, determines to be ineligible for the ICL Services (each, an "Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. The Company agrees that if it attempts to deposit any Exception Item to any of its deposit accounts with Bank, it will only do so by depositing the original paper item on which the Exception Item is based. The Company acknowledges and agrees that even if Bank does not initially identify an electronic image as an Exception Item, the substitute check created by Bank therefrom may nevertheless be returned to the Company because, among other reasons, the electronic image is deemed ineligible by the paying bank. Bank's failure to identify an Exception Item shall not preclude or limit the Company's obligations to Bank. In the event an electronic image is an Exception Item because it is illegible or otherwise unusable by Bank, the Company must either provide a usable original or copy or, if the original or copy is unusable, obtain a useable document from the maker and submit that usable document to Bank. Failure to provide a usable version will result in the Exception Item being debited from the Company's accounts.
6. Representations, Warranties and Covenants. The Company represents, warrants and covenants to Bank that with respect to each Image File and each Imaged Item:
  - A. The Imaged Items are an accurate representation of all information on the front and back of the original check at the time the original check was converted to an image, and the Imaged Item contains all endorsements from the original check.
  - B. Each Imaged Item contains a record of all MICR line information required for a substitute check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that electronic image.

- C. The Company shall use an image format that adheres to industry standards, as those standards are changed from time to time. The current standards will be outlined in the Bank ICL Procedures then in effect.
  - D. The Company shall use the ICL Services only for items that are payable to or endorsed or deposited by the Company and that are not ineligible for any of the reasons described above as Exception Items. All signatures, including endorsements, on each Imaged Item are authentic and authorized, and each check has not been altered.
  - E. The Company shall maintain control over and responsibility for retention and destruction of original items. In that regard, the Company is solely responsible for the safekeeping of all original items and other sensitive information in accordance with applicable law and commercially reasonable industry standards.
  - F. The Company acknowledges and agrees that all paper items belong to the Company and not to Bank. The Company shall maintain control over and responsibility for any and all sensitive electronic data relating to consumer information. Said data includes, but is not limited to, consumer names, addresses, and account numbers. The Company is responsible for the safekeeping of all electronic data and notification of any compromise of such data.
  - G. Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to Bank, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to a third party.
  - H. Neither the Company nor any other person has presented or will present the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check for payment or deposit to any third person, if the original check, a substitute check based on the original check, or a paper or electronic representation or image of the original check has already been presented to Bank.
  - I. The Company shall transmit to us only Image Files that are suitable for processing, including, but not limited to, Image Files that are legible and contain readable MICR data.
  - J. The Company shall notify Bank immediately if duplicate items are transmitted to us using the ICL Services or if a duplicate deposit is made either to Bank or to any other financial institution. The Company shall cooperate with Bank in identifying duplicate items.
  - K. The Company will only transmit checks payable to the Company. If the Company is engaged or intends to engage in any business that would result in the Company being a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations, the Company agrees to immediately notify Bank of same, and agrees that Bank, at its sole discretion, may refuse to provide or terminate (as applicable) this ICL Service.
  - L. The Company warrants to Bank that any Third-Party Agent is familiar with and shall at all times be in compliance with the terms hereof, including without limitation, image quality, prohibition of duplicate items, and proper storage and destruction of original checks.
  - M. With respect to each Imaged Item and Image File that the Company transmits to Bank, the Company is deemed to make to Bank any and all representations and warranties that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including, without limitation, a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates any Imaged Item or substitute check created from that Imaged Item or any MICR Data.
7. Duty to Inspect and Report. Bank shall supply the Company with periodic statements and notices and, as applicable, transaction confirmations for the ICL Services. The Company must inspect all such statements, notices, confirmations and similar information pertaining to the ICL Services and, if there is a discrepancy, unauthorized transaction or error ("Error") in any such material, notify Bank (i) within fourteen (14) days after receipt of a statement or notice containing or reflecting the Error, or (ii) by the next Banking Day after receipt of a transaction confirmation containing or reporting the Error. Except to the extent required by law, failure to notify Bank of Errors within the aforementioned time periods will relieve Bank of any and all liability for any losses resulting from the Company's failure to timely report the Error. If the Company discovers any Error by means other than review of a statement, notice or transaction confirmation supplied by Bank, the Company shall notify Bank of such Error in or related to the ICL Service as promptly as practicable, and in any event within one Banking Day after the earliest discovery thereof. Failure of the Company to notify Bank of any such Error within one Banking Day shall relieve Bank of any and all liability for any losses resulting from the Company's failure to timely report.
8. Security Procedures. The Company acknowledges that Imaged Items contain confidential and nonpublic personal information about the Company's customers. The Company shall completely and thoroughly destroy all checks deposited within a commercially reasonable period of time. Until the checks are destroyed, the Company shall store them in a safe and secure location. The Company will take appropriate security measures to ensure that only authorized persons have access to checks and that the information contained on the checks or on any Imaged Item are not disclosed to unauthorized third parties. The Company is solely responsible for the security and proper use of all passwords or other security devices used in connection with the provision of the ICL Services and communications with Bank hereunder. The Company shall take all necessary steps to ensure that all of its passwords, tokens

and other security devices remain confidential, secure, used properly and not disclosed to unauthorized third parties. The Company agrees to inform Bank immediately if there is any reason to believe that its systems, a password or any other security device has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way.

The Company acknowledges that Bank utilizes reasonable security procedures. The Company agrees to be responsible for any transmission Bank processes or receives through the ICL Services, even if it is not in fact authorized by the Company, provided it includes a password or is otherwise processed in accordance with Bank's then existing security procedures. The Company also acknowledges that when using a Third-Party Agent to transmit Image Files, the Company or Third Party Agent, not Bank, is solely responsible for establishing, maintaining and following such security procedures as deemed minimally necessary by Bank to attempt to ensure that files transmitted to Bank are intact, secure and confidential until received by Bank. The Company shall at all times be solely responsible for maintaining its own internal security procedures to protect its information.

9. **Requested Information.** The Company agrees to provide such information as requested by Bank in order to qualify the Company for the ICL Services, including without limitation, business activities, security and risk management processes, geographic location, customer base, credit and financial information and employee policies. If qualified, the Company agrees to provide information and Imaged Items as requested by Bank to facilitate investigations related to unusual transactions or poor quality transmissions or to resolve disputes. Such documents may include copies of Imaged Items or original items, if available.
10. **Rejection of Images.** Bank reserves the right to refuse to process or reject any Imaged Items for any reason at its sole discretion. Generally, the rejection of any item will be posted within five (5) Banking Days but, Bank reserves the right to post a rejection of any item at any time. The Company shall retain the original of all original checks which it images through the ICL Services for a reasonable period of time as determined by the Company and in accordance with all applicable state and federal laws and regulations, but in no event less than thirty (30) calendar days. This 30-day retention requirement is a minimum requirement and may not offer the Company the legal protection it needs. The Company should consult with its own legal counsel in establishing a minimum retention procedure. The Company agrees to safeguard the originals of such imaged checks until such time as they have been destroyed.
11. **Returned Items.** Bank will process any returned Imaged Items in accordance with applicable law and the deposit account agreement governing the account for which the Imaged Item is presented. If an Imaged Item is returned to Bank because of fraud or for any other reason, Bank may request the Company deliver the original item to Bank. The Company will comply with such requests as promptly as is reasonable possible.
12. **Third-Party Agent.** The Company may appoint, as its agent, with respect to the performance of any activities relating to ICL Services, a Third-Party Agent to perform such activities. The Company shall be solely responsible for all actions and obligations of such Third-Party Agent as if they were the direct actions and obligations of the Company itself. The Company acknowledges that, among other things, this means that the Company is liable for the Third-Party Agent's breaches of warranties and obligations, including liability for indemnification for such breaches, as if the Company breached such warranties and/or obligations itself. The Company agrees to notify Bank of each Third-Party Agent it intends to use and other information that Bank may require about the Third-Party Agent. Failure to provide timely notice may result in the rejection of Image Files by Bank. Bank may, in its sole discretion, choose not to accept Image Files from a Third-Party Agent identified by the Company. The Company gives Bank the right to communicate with the Third-Party Agent in connection with ICL Services and the Company's deposit account at Bank and to treat Third-Party Agent instructions as if the instructions were directly from the Company.
13. **Limitation of Liability; Disclaimer of Warranties.** **BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE ICL SERVICES. NO THIRD PARTY (INCLUDING, BUT NOT LIMITED TO THE THIRD-PARTY AGENT) SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST BANK UNDER THESE IMAGE CASH LETTER TERMS AND CONDITIONS.** Bank's duties and liabilities will be limited to those set forth herein. Bank's liability shall be limited to actual damages sustained by the Company and only to the extent such damages are a direct result of Bank's willful misconduct or gross negligence. The liability of Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. Bank shall not be liable for damages caused by any act or omission of any third party, whether or not such party was chosen by Bank, or for any charges imposed by any third party. **IN NO EVENT SHALL BANK (OR ANY PARTY WITH WHOM BANK MAY BE CLAIMED TO BE JOINTLY LIABLE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), INCLUDING, BUT NOT LIMITED TO, SUCH LOSSES OR DAMAGE ARISING FROM SUBSEQUENT DISHONOR OR REJECTION OF ANY TRANSACTION (INCLUDING, WITHOUT LIMITATION, DISHONOR OF CHECKS OR OTHER IMAGED ITEMS).** Bank shall be relieved of liability where Bank performs the ICL Service in accordance with these Image Cash Letter Terms and Conditions. The Company agrees that to the extent that Bank's exercise of ordinary care may be an issue with respect to any claim, substantial compliance by Bank with Bank's then existing standard procedures for providing the ICL Services shall be deemed to constitute an exercise of ordinary care.
14. **Indemnification.** In addition to all other indemnifications herein, the Company will indemnify and hold Bank harmless from any liability, loss, injury or damage, including without limitation all incidental and consequential damages, together with all related reasonable out-of-pocket costs and expenses, including legal fees, resulting directly or indirectly from: (i) any breach of representation or warranty or other breach, or failure to perform under the terms hereof, (ii) any warranty or indemnity claim brought against the Bank by a third party under the Rules or other applicable laws and regulations in connection with an Image File transmitted to Bank by the Company; (iii) any loss by any recipient of an Imaged Item processed by Bank, if that loss occurred due to the receipt of an Imaged Item instead of the check; (iv) any wrongful acts or omissions of the Company, or any person acting on the Company's behalf (including without limitation the Company's Third Party Agent, if any), in connection with the Company's use or misuse of ICL Services; and (v) without

limiting the Company's other indemnification obligations, which shall apply equally to actions taken by the Third Party Agent, all Third Party Agent's actions or inactions relating to the ICL Services.

15. Limitation of Action. Neither party may bring an action, regardless of form, arising out of these Image Cash Letter Terms and Conditions more than one (1) year after the event giving rise to the cause of action except in the case of nonpayment, in which the applicable statute of limitation for collections actions will be applicable.

## **J. External Transfers**

1. General. The Company is hereby granted the use of an external transfer service (referred to as the "Service" in this Section) for the purpose of transferring funds from a deposit account held at Bank to an account held by the Company at another U.S. financial institution via the Automated Clearing House network ("ACH"). External transfers may only be requested: (a) to accounts owned by the Company; and (b) if the transfer is permitted by the external financial institution and by law. Detailed instructions about how to use, and additional information about, the Service are posted on Bank's online banking platform. The Company agrees to follow the posted instructions when using the Service. Bank reserves the right to change instructions and the right to obtain such additional information from the Company as Bank deems reasonably necessary to affect the transfer.
2. External Account Validation. Before sending the first external transfer to a newly set up external account, the Company authorizes the Bank to validate the external account instructions (account number and routing number) held by the Company at another U.S. financial institution. For external account Validation, the Bank will initiate micro-deposit to external account, in which the Bank will debit and credit transfers to and from Company's account held at the Bank and the external account held at another U.S. financial institution, typically less than \$1.
3. External Account Information. Subject to Bank's Privacy Policy, the Company agrees that Bank may use, copy, modify, display and distribute any information, data, materials or other content (for purposes of the Service, hereinafter collectively referred to as the "Content") the Company provides to, or provides access to Bank for the purpose of using the Service, and the Company gives Bank a license to do so. By submitting Content, the Company represents that it has the right to license such Content to Bank for the purposes set forth in this Section.
4. External Account Limitations. By using the Service, the Company represents and warrants to Bank that it has the right to authorize and permit Bank to affect such fund transfers, and that by disclosing and authorizing Bank to use such information the Company is not violating any third-party rights. The Company warrants and represents that the information it is providing Bank is true, current, correct and complete. The Company hereby authorizes and permits Bank to use information submitted by the Company to affect the funds transfer and to configure the Service to be compatible with the external accounts. The Company understands and agrees that at all times its relationship with the financial institution to which a funds transfer is made is independent of Bank and the Company's use of the Service. Bank will not be responsible for any acts or omissions by the financial institution to which a funds transfer is made, including without limitation any modification, interruption or discontinuance of any external account by such financial institutions. The Company acknowledges and agrees that when Bank is affecting an external transfer from any of the Company's deposit accounts, Bank is acting as the Company's agent, and not as the agent of or on behalf of any third-party. The Company agrees that Bank and its Affiliates, service providers and partners (collectively, "Related Parties") shall be entitled to rely on the foregoing authorization granted by the Company. The Company agrees that Bank shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of: (a) Bank's inability due to the actions of a third-party to debit and/or credit the external accounts in accordance with the Company's transfer instructions; (b) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the external accounts; (c) any charges imposed by the other financial institution for funds transfers; and (d) any funds transfer limitations set by the other financial institutions. Not all types of external accounts are eligible for the Service. The Company must check with the other financial institution for restrictions regarding funds transfers. Bank is not responsible for any costs or losses incurred from transfers that are not permitted under such restrictions or those imposed by applicable law.
5. Transfer Types and Limitations, Rejection of Transfers. The Company may schedule transfers to occur one time, for a future date, or on a specified recurring basis. The Company may not make transfers in excess of limits described in the applicable user guide. Bank reserves the right to change from time to time the dollar amount of the transfers the Company is permitted to make using the Service. Without limiting the foregoing, if the Company's use of the Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of External Transfers" below), the Company understands and agrees that its use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by Bank. Additionally, all transfers are subject to the rules and regulations governing the deposit accounts and the external accounts, whether held at Bank or another financial institution. The Company agrees not to affect any transfers from or to an external account that are not allowed, under the rules or regulations applicable to such accounts. Bank reserves the right to decline to affect any external transfer, to submit transfer instructions or to carry out change or cancellation requests. Bank may at any time decline to affect any transfers that Bank believes may violate applicable law, or if there are insufficient funds in the deposit account to effect any requested transfer.
6. Authorization. The Company authorizes Bank to select any means to execute the Company's transfer instructions. The Company understands that to affect its transfer instruction Bank utilizes the Automated Clearing House (ACH), using applicable ACH Rules, to debit a deposit Account and credit an external account. After the Company's deposit account has been debited, Bank will credit its

service provider's transfer account at the service provider's clearing bank. After Bank's service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), Bank's service provider will credit the Company's destination account. The sole purpose for Bank's service provider's transfer account is to complete the Company's transfer requests and for performing the External Transfer Services within the scope of the terms of this Section. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, the Company authorizes Bank's service provider to collect from the account to which the credit side of the funds transfer was sent. Bank reserves the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if Bank cannot collect the amount credited. To affect this collection, the Company understands and authorizes Bank to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account. In the event that a debit to any of the Company's accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and the Bank is unable to debit either the debited or the credited account as set forth above, Bank reserves the right, and the Company hereby authorizes the Bank, to debit any of the Company's other deposit accounts to the extent necessary to offset any resulting deficiency. The Bank does not undertake to notify the Company in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Section. The Company understands and agrees that in the event Bank is unable to execute the Company's transfer request utilizing the ACH, Bank may utilize other established payment mechanisms in order to complete the Company's funds transfer instructions, such as wire transfer or check.

7. Suspension and Reinstatement of External Transfers. The Service may not be available at all times. If Bank at any time incurs a problem with the Company's use of the Service, including without limitation a failure in attempting to debit any of the deposit accounts or to collect with respect to any of the Company's transfers as described above, and without limiting any other right or remedy that Bank may have hereunder or otherwise, Bank reserves the right to suspend the Company's right to use the Service, immediately and without prior notice to the Company. The Company understands and agrees that such action is reasonable for Bank to take in order to protect Bank from loss. In the event of such suspension, the Company may request reinstatement of its service by contacting Bank. Bank reserves the right in its sole discretion to grant or deny reinstatement of the Company's use of the Service. If Bank agrees to reinstate the Company, Bank reserves the right to initially reinstate the Service subject to lower per transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to the Company, based upon the Company's subsequent usage of the Service. Bank in its sole discretion may thereafter restore the Company's ability to effect transfers subject to such higher limits as may then be in effect.
8. Documentation. The Company may access a statement of all external transfers effected or pending at any time by clicking on the 'Transfer History' tab located within the External Transfers Service. If a transfer could not be completed, Bank upon learning that the transfer has failed, will make a reasonable effort to complete the transfer.
9. Errors. The Company acknowledges that Bank must rely on the information provided by the Company and that the Company authorizes Bank to act on any instruction that has been or reasonably appears to have been sent by the Company, to submit transfer instructions on behalf of the Company. The Company understands that financial institutions receiving the transfer instructions may rely on such information. Bank is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. The Company understands that if it provides Bank with incorrect information or if there is any error in its instruction Bank will make reasonable efforts to reverse or delete such instructions, but the Company accepts full responsibility for losses resulting from any of its errors, duplication, ambiguities, or fraud in the information that it provides. The Company agrees not to impersonate any person or use a name that it is not authorized to use. If any information the Company provides is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Bank reserves the right to recover from the Company any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. Bank is not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the external account. Although Bank will try to assist the Company in resolving any such problems, the Company understands that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights the Company may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements the Company has with such financial institution, including any time limits during which complaints must be made.
10. Proprietary Rights. The Company acknowledges and agrees that Bank and/or its service provider own all rights in and to the Service. The Company is permitted to use the Service only as expressly authorized hereunder. The Company may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile any of Bank's and/or its service provider's services or technology.
11. No Unlawful or Prohibited Use. As a condition of using the Service, the Company warrants to Bank that it will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms hereof or by any applicable law or regulation. The Company further warrants and represents that it will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. The Company may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. The Company agrees that these warranties and representations will remain in full force and effect even if the Service is terminated for any reason.

12. Service Changes and Discontinuation. Bank may modify or discontinue the Service or the Company's use of some or all deposit accounts within the Service, with or without notice, without liability to the Company, any other user or any third-party. Bank may from time to time make available additional or new features to the Service, including but not limited to, a higher dollar limit service. The Company will be approved or declined for any such additional service at Bank's sole discretion and additional terms and conditions may apply. Bank reserves the right, subject to applicable law, to terminate the Company's account within the Service and the Company's right to use the Service at any time and for any reason, including without limitation if Bank, in its sole judgment, believes the Company has engaged in conduct or activities that violate any of the terms in this Section or the rights of Bank and/or its service provider, or if the Company provides Bank with false or misleading information or interferes with other users or the administration of the Service. Bank reserves the right to charge a fee for the use of the Service and any additional services or features that Bank may introduce. The Company understands and agrees that it is responsible for paying all applicable fees associated with the use of Bank's services.
13. Security Procedures. The Company understands that the financial institution at which an account is maintained may contact Bank to verify the content and authority of transfer instructions and any changes to those instructions. The Company understands that, as the Company's agent, Bank may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.
14. Deviating from Security Procedures. The Company agrees to allow Bank to authorize any financial institution at which the Company has an account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between the Company and such financial institution, or between the Bank, on the Company's behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by the Company directly or by Bank on the Company's behalf. In addition, the Company agrees that Bank may authorize such financial institutions to charge and debit the Company's accounts based solely on these communications.
15. Account Number Policy. If external transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. The Company understands that such financial institutions may not investigate discrepancies between names and numbers. In addition, the Company agrees that Bank has no responsibility to investigate discrepancies between names and numbers.
16. Means of Transfer. The Company authorizes Bank to select any means it deems suitable to provide the Company's transfer instructions to the applicable financial institution. These choices include banking channels, electronic networks, and funds transfer systems. The Company agrees to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearinghouse (ACH) as published by the National Automated Clearinghouse Association (NACHA). Bank shall make all reasonable efforts to ensure that the Company's transfer requests are processed on time; however, Bank reserves the right to hold funds beyond the standard period of three (3) business days.
17. Bank's Liability. If Bank does not provide a transfer on time, if Bank causes an incorrect amount to be removed from a deposit account or if Bank causes funds from a deposit account to be transferred to any account other than the account specified in the applicable funds transfer instruction, Bank shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. Bank is not responsible or liable if the other financial institution's system fails and Bank is unable to complete the transfer. Except as otherwise required by law, Bank shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on the part of Bank.
  - a. The Company agrees that its transfer instructions constitute authorization for Bank to complete the transfer. The Company represents and warrants to Bank that it has enough money in the deposit accounts to make any transfer the Company requests that Bank make on its behalf through the Service. The Company understands and agrees that Bank is not liable under any circumstances for any losses or damages if, through no fault of Bank's, the Company does not have enough money to make the transfer and the transfer is not completed or is later reversed or if the other financial institution does not permit the transfer or the transfer would exceed the credit limit on any applicable overdraft line.
  - b. The Company also understands and agrees that Bank is not responsible for any losses or damages if circumstances beyond Bank's control (such as fire or flood) prevent Bank from making a transfer or if Bank's website was not working properly and the Company knew about the breakdown when the Company started the transfer.
18. The Company's Right to Cancel a Transfer. For specific instructions regarding how to cancel an external transfer, refer to the Help section that may be accessed online. One-time transfers that are requested to begin processing on the next available business day may or may not be cancelled, depending upon when the transfer is requested and whether Bank's service provider has begun processing the transfer. The status of a transfer may be verified by clicking the 'Transfer History' tab within the Service. If a cancel link is displayed next to the transfer, then that particular transfer may be cancelled. The Company may cancel a scheduled transfer any time before the Process Date of the debit transaction. If the transfer is a recurring transfer, then the Company may cancel the entire transfer plan as long as the request is received before the Process Date of the next recurring transfer. Once a recurring transfer is cancelled, all future transfers will also be cancelled and the Company must reschedule the recurring transfer if the Company wants transfers to be made in the future.

19. Limitation of Warranty and Liability. THE COMPANY UNDERSTANDS AND AGREES THAT THE SERVICE IS PROVIDED “AS-IS.” EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, BANK ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS. THE COMPANY UNDERSTANDS AND EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT ITS SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT ITS OWN DISCRETION AND RISK AND THAT THE COMPANY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO THE COMPANY’S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON BANK’S WEB SITE OR IN THIS AGREEMENT, BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND BANK MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY BANK FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER’S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY BANK FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER’S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF BANK HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
20. Miscellaneous. The Company represents and warrants that it is who it claims to be; that the Company is the rightful owner of all Content and the accounts linked for the purposes of the Service; and that the Company is rightfully authorizing Bank to make transfers from the Company’s deposit accounts.