

DEPOSIT AGREEMENT

Effective July 16, 2024

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Member FDIC

INTRODUCTION

Thank you for choosing TotalBank, a division of City National Bank of Florida. We welcome the opportunity to serve you. Our Deposit Agreement (hereinafter the "Agreement") contains the following important sections:

I. DEPOSIT ACCOUNT AGREEMENT
II. WIRE TRANSFERS AND AUTOMATED CLEARING HOUSE ("ACH") TRANSACTIONS
III. IDENTITY THEFT AND PRETEXT CALLING

Please **READ** and **RETAIN** this Agreement so that you can refer to it whenever you have a question about your account. If you have any questions after reading this Agreement, we will be happy to answer them. You may obtain an additional copy of this Agreement online or by calling 1-888-682-2881.

I. DEPOSIT ACCOUNT AGREEMENT

1. **Legal Effect of Agreement / Binding Contract.** This Agreement governs all deposit account(s) (hereinafter referred to as "account" whether singular or plural) established with TotalBank and replaces and supersedes any previous deposit agreement(s). The words "we", "our", "us", "Bank" or "TB" refer to TotalBank, a division of City National Bank of Florida ("CNB"). The words "you", "your", "customer", "client", and "depositor" refer to the deposit account owner, authorized signer(s), each joint owner identified on the Signature card or other account documents (including our system) and each of their legal representatives (e.g., court appointed custodians / receivers, bankruptcy trustees, attorneys-in-fact, etc.), including legal entities (e.g., corporations, LLCs, partnerships, trusts, etc.). Please **READ** this information carefully and **KEEP** it with your other account records, as this is a BINDING CONTRACT between the Bank and the depositor. By signing our Signature card, other applicable account authorization document, or by otherwise opening or maintaining a savings, money market, or certificate of deposit (including retirement certificates of deposit) account with us, you (and any and all successors, heirs, executors and other legal representatives of the depositor) acknowledge you have reviewed and understand the terms of this Agreement and accept and agree to be bound by the terms and conditions of this Agreement, including the applicable *Disclosures & Schedule of Fees, Privacy Policy, Funds Availability Policy, and as applicable, the Electronic Fund Transfers and Truth in Savings Disclosures.* Our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship do not create a custodial, fiduciary, quasi-fiduciary or special relationship between us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures. Depending on the context in which it is used, the term "item" means a check, negotiable order of withdrawal, draft or other written order or instruction for the payment of money or a point-of-sale authorization request, ATM withdrawal, Automated Clearing House ("ACH") entry or other electronic transaction.

2. **Scope of the Agreement - Deposit Products.** This Agreement covers all types of deposit accounts offered by Bank now or in the future, including money market, savings accounts, and certificates of deposit. These deposit products are described in detail in separate brochures available at the Bank (e.g., *Disclosures & Schedule of Fees for* TotalBank). This Agreement does not cover any other products offered by the City National Bank of Florida. For information regarding other products offered by City National Bank of Florida, contact the City National Bank of Florida directly.

3. **Eligible Clients.** The accounts subject to this agreement may only be opened by citizens or residents of the United States of America ("U.S.") except for residents of (i) the state of Florida or (ii) the U.S. territories of Puerto Rico, Guam, the U.S. Virgin Islands, Northern Mariana Islands, or American Samoa. The accounts subject to this agreement are not available for U.S. non-resident aliens. The accounts subject to this agreement are not available to businesses or any juridical person other than trusts or estates under limited circumstances as set forth in this agreement.

4. **Opening Accounts.** Accounts are opened subject to approval through satisfactory reference. The Bank reserves the right to refuse to open an account, and the Bank may at any time at its sole discretion refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit, or close any account. By your request to open an account with the Bank, or by agreeing to be a signer on an account or obtaining any other service from us, you (and, if acting in a representative capacity, individually and for such entity or principal) agree that we may obtain credit information from check or credit reporting agencies, and/or by any other means. We may also obtain your credit information at any time while your account is open or service is available, or after your account has been closed, if you owe us any amounts related to your account or service which may be used for any purpose, at our discretion. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law, except as you or we limit such disclosures under the terms of our consumer *Privacy Policy*. For the avoidance of doubt, we cannot fund the opening of an account with any check; however, once an account is opened, you may deposit additional funds via check.

5. **Customer Identification.** The USA PATRIOT Act and federal law, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account with that financial institution. When you apply for an account, we will ask for your legal name, address, date of birth and your Tax Identification Number ("TIN"). We may require one or more forms of unexpired photo identification. Moreover, we may require you to submit a photo of you holding your unexpired photo identification and submit this photo to the Bank. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity and customer agrees that Bank can use any reasonable means, for example credit reporting agency or other bureau. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, as required by federal law, we will not open your account or we may close the account if it was previously funded. In addition, from time to time, the Bank may need to update information on customer identification or transactions performed. In this event, the customer agrees to provide information within a reasonable time upon the Bank's request.

6. **Internal Revenue Service ("IRS") Requirements.** The IRS requires us to obtain the TIN applicable to an account. For individuals, this is your social security number ("SSN"), if you are eligible for a SSN. If you are not eligible for a SSN, this is your Individual Taxpayer Identification Number ("ITIN"). IRS requires depositors to certify under penalty of perjury that the TIN provided is correct and they are not subject to backup withholding. This certification is completed on our signature card, a similar substitute W-9 or an IRS Form W-9 Request for Taxpayer Identification Number and Certification. If this information is not provided, we are required to withhold a percent of the interest earned on the account, referred to as "backup withholding". Additionally, the IRS may assess a fine for not complying with its requirements. Lastly, for those accounts wherein an "applied for" or missing TIN / SSN / ITIN or EIN is not provided timely, TB is required under the USA PATRIOT Act to discontinue service and shall close your account.

   Foreign Account Tax Compliance Act (FATCA). Under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended, (the "Code"), or any amended or successor version that is

substantively comparable, any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code (collectively, "FATCA"), U.S. financial institutions ("USFI"), including TB, and other types of U.S. withholding agents are required to withhold thirty percent (30%) on certain U.S. source payments made to foreign entities, including foreign financial institutions ("FFIs") if they are unable to document such entities' status for purposes of FATCA. USFIs and U.S. withholding agents must also report to the IRS information about certain non-financial foreign entities with substantial U.S. owners.

For purposes of FATCA, there are two types of U.S. source payments subject to withholding: (1) beginning July 1, 2014 (or such other date designated by FATCA from time to time), U.S. source fixed or determinable, annual or periodical (hereinafter "FDAP") income and (2) beginning January 1, 2017 (or such other date designated by FATCA from time to time), gross proceeds from the sale or disposition of any property of a type that can produce interest or dividends from sources within the U.S. By way of example: (1) FDAP includes but is not limited to the following U.S. source: compensation for personal services, interest, dividends, original issue discount, pensions & annuities, alimony, real property rents, royalties, scholarships and fellowship grants, prizes, awards, taxes, mortgage interest, or insurance premiums paid to a landlord by a tenant, prizes awarded to artists for pictures exhibited in the U.S., purses paid for boxing in the U.S., prizes awarded to golfers for U.S. tournaments, etc. and (2) gross proceeds includes but is not limited to the following, sale of: U.S. stock, U.S. corporate bonds, U.S. treasury bills, etc. It is important to note, FDAP and gross proceeds do not include income that is (or is deemed to be) effectively connected with the conduct of a trade or business in the U.S. and is includible in the beneficial owner's gross income for the taxable year. In light of the foregoing, you hereby represent, warrant, acknowledge and agree as follows:

a. FATCA; General Exculpation of Liability. You hereby acknowledge and agree that if a payment made to Customer by TB in connection with an account, this Agreement, or any products or services provided by TB to the Customer would be subject to U.S. federal withholding tax imposed by FATCA, Customer shall deliver to TB at the time or times prescribed by law and at such time or times requested by TB such documentation requested by TB as may be necessary for TB to comply with its obligations under FATCA to determine that Customer has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. In accordance with Section I, paragraph 23 of this Agreement, TB and each Indemnified Party (as defined in Section I, paragraph 23) shall not at any time incur any liability to you and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Indemnified Party (as defined in Section I, paragraph 23) in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to any of TB's or its affiliates obligations with respect to FATCA, including, as applicable, reporting of information or withholding on any payments received or originated by you.

b. CUSTOMER OBLIGATIONS. You are in the best position to determine your U.S. or foreign status, Chapter 4 status (as such term is defined in FATCA) and the status of your payees in connection with your account (each, as applicable, "FATCA status"). Accordingly, you hereby agree to provide the Bank with such documentation or information it may request or deem necessary (in its sole discretion) from time to time to comply with its obligations under FATCA, including, but not limited to, any one or more of the following:
    i. A true and correct withholding certificate (e.g., W-8BEN, W-8BEN-E, W-9, etc.) for the account or the payee;
    ii. With respect to an account held by or payee that is a FFI, a true and correct withholding certificate that identifies the FFI as a participating FFI ("PFFI"), deemed-compliant FFI, registered deemed-compliant FFI, certified deemed- compliant FFI or such other FATCA classification applicable to such FFI;

iii. With respect to an account held by or payee that is a FFI required to obtain a Global Intermediary Identification Number ("GIIN"), documentary evidence that the FFI has registered with the IRS and obtained a valid GIIN;

iv. With respect to an account held by or payee that is a non-financial foreign entity ("NFFE") or an exempt beneficial owner, a true and correct withholding certificate identifying the account holder or payee as an excepted NFFE, passive NFFE or an exempt beneficial owner. Examples of excepted NFFEs, include, but are not limited to: publicly traded companies, affiliates of publicly traded companies, non-profits, and active NFFE (means a foreign business whose passive income is less than 50% of gross income). Examples of exempt beneficial owners, include, but are not limited to: any foreign government, any political subdivision of a foreign government, or any wholly owned agency or instrumentality of any one or more of the foregoing, foreign central bank of issue (e.g., such banks are generally the custodian of the banking reserves of the country, Bank for International Settlements, etc.), Governments of U.S. Territories, and certain retirement funds;

v. Any other written documentation or certification reflecting the nature of payment (i.e., showing it is not a withholdable payment under FATCA) or the FATCA status of the payee consistent with the provisions of the Code and/or regulations promulgated under FATCA;

vi. Documentary evidence regarding the nature of the payment as not U.S. source FDAP or U.S. source gross proceeds, as those terms are defined in FATCA;

vii. A certificate of residence issued by an appropriate tax official of the foreign country claimed by you or the payee as the country of residence that indicates that such party has filed its most recent income tax return as a resident of that country;

viii. With respect to an individual, valid identification issued by an authorized government body (e.g., a government or agency thereof, or a municipality) that is typically used for identification purposes;

ix. With respect to an account maintained in a jurisdiction with anti-money laundering rules that have been approved by the IRS in connection with a Qualified Intermediary agreement (a "QI Agreement"), any of the documents other than a withholding certificate referenced in the jurisdiction's attachment to the QI Agreement for identifying individuals or entities;

x. With respect to an entity, any official documentation issued by an authorized government body (e.g., a government or agency thereof, or a municipality);

xi. For a payment made with respect to an offshore obligation to an individual, a third-party credit report;

xii. With respect to an entity other than a PFFI or registered deemed-compliant FFI, any organizational document (e.g., articles of incorporation or a trust agreement), financial statement, third-party credit report, letter from a government agency, or statement from a government Web site, agency, or registrar (such as an SEC report) depending on the FATCA status of the entity; or

xiii. A letter from an auditor or attorney with a location in the United States that is not related to the withholding agent or payee and is subject to the authority of a regulatory body that governs the auditor's or attorney's review of the FATCA status of the payee, any bankruptcy filing, corporate resolution, copy of a stock market index or other document depending on the FATCA status of the payee.

In the absence of the provision of the information / documentation summarized above (i.e., FATCA status), TB may be required under FATCA to withhold thirty percent (30%) on payments to or from your account.

c. Due Diligence Obligations. In the event TB establishes an account for a foreign legal entity, it shall

perform due diligence in order to determine if any substantial U.S. ownership exists. Further, TB may ask you questions with respect to your U.S. tax payer status and will require you to complete a W-9 or W-8, as applicable. In addition, TB will inquire as to the nature of your payments (foreign and domestic), the payee, and/or the status of the foreign beneficiary bank / financial institution in order to comply with its obligations under FATCA.

d. FATCA Withholding Obligation. In the event that TB is unable to determine that a payment made to or from your account is subject to withholding under FATCA or you have not met the CUSTOMER OBLIGATIONS, as summarized above, you hereby acknowledge and agree that TB will withhold thirty percent (30%) of the gross amount of such payment. Therefore, it is incumbent upon you to meet the CUSTOMER OBLIGATIONS, as summarized above, or TB shall meet its legal obligations under FATCA and will withhold thirty percent (30%) of such payment.

e. Reporting. TB, as a USFI, must report to the IRS information about certain non-financial foreign entities with substantial U.S. owners and payments made to nonparticipating FFIs.

f. Change in Circumstances. For purposes of FATCA the Customer is considered to have a "change in circumstances" only if such change results in the addition of information (i.e., U.S. indicia that is not otherwise cured by documentation on file and that is relevant to the Customer's FATCA status claimed) relevant to a person's claim of foreign status or otherwise conflicts with such person's status under FATCA. As defined in the FATCA regulations, U.S. indicia includes but is not limited to:

U.S. address or U.S. residence address, a U.S. person serving as agent under a power of attorney over a non-resident alien / foreign legal entity account, U.S. telephone number, U.S. place of birth, an "in-care-of" address or "hold mail" that is the sole address of the Customer, etc. A change of address or telephone number is a change in circumstances for purposes of a "change in circumstances" only if it changes to an address or telephone number in the United States. A change in circumstances affecting the withholding information provided to the Bank will terminate the validity of the withholding certificate (i.e., W-8 or W-9) with respect to the information that is no longer reliable, until the information is updated. You have an obligation to notify the Bank of a change in circumstances. If a change in circumstances makes any information on a withholding certificate or other documentation incorrect, then the person whose name is on the withholding certificate or other documentation must inform TB (the withholding agent) within thirty (30) days of the change and furnish a new withholding certificate, as may be deemed necessary, and, as applicable, provide new documentary evidence to document the validity of a claimed exemption where U.S. indicia is reflected.

g. Protection Under FATCA and this Agreement for Withholding and Reasonable Delay in Executing a Payment Order. With respect to foreign payments, in the event you fail to meet CUSTOMER OBLIGATIONS, as outlined above, the Bank is required under FATCA to withhold thirty percent (30%) of the gross payment amount and FATCA holds it harmless for doing so. In addition, you agree and authorize the Bank to withhold said thirty percent (30%) of the payment amount and remit to the IRS as required by law. You agree that TB will have a reasonable period of time to investigate and inquire with you as to the nature of the payment or the FATCA status of the payee and that you will promptly cooperate with TB to avoid any undue delay in processing the payment order. Customer acknowledges the importance of meeting the CUSTOMER OBLIGATIONS, as outlined above, and in relation with this Section I, paragraph 5, shall excuse a reasonable delay in executing a payment order for its failure to meet those obligations and for TB employing its best efforts to ascertain the FATCA status of the foreign payment. Lastly, in connection with this delay, fees or charges assessed by any paying bank or beneficiary bank as

a result of initiating a second foreign payment order to remit the incorrectly withheld thirty percent (30%), or the withholding of thirty percent (30%) for your failure to meet the CUSTOMER OBLIGATIONS, you agree that to the greatest extent permitted by law you shall hold the Bank harmless and indemnify it consistent with Section I, paragraph 23.

h. Withholding Agent Liability (FATCA & non-FATCA Withholding). TB, as a withholding agent, is liable for any tax required to be withheld that is not properly withheld. The withholding agent also becomes liable for interest and applicable penalties. In the event a withholdable payment, including interest, penalties, and any associated costs (e.g., attorney, CPA, or other professional, court costs, fees, etc.) is made or required to be made by TB on your behalf, then Customer agrees that said payment shall be an Indebtedness of Customer and as such it shall be subject to the provisions of Section I, paragraph 20, Security Interest / Right of Setoff. The rights conferred herein by Customer and this Agreement are in addition to any the Bank may have at law or equity.

7. **Signature Cards and Authorized Signatures / Signers.** Upon opening an account, customer and all authorized signers will be required to sign a Signature Card electronically. The authorized signatures for an account are those reflected on the Signature Card, any resolution or other separate written authorization relating to the account received by TB. We shall be entitled to rely upon any Signature Card or other resolution or designation of authorized signatories delivered by you in respect of an account, until the depositor has delivered to TB an appropriately executed resolution or other written document revoking or modifying the authorizations contained therein and TB has had a reasonable time to act thereon. For the payment of funds and for other purposes relating to any account you have with TB, we are authorized to recognize those signatures, but we will not be liable to you for refusing to honor a check or other signed instructions if we believe, in good faith, that the signature appearing on such checks or instructions is not genuine. If the Signature Card is not returned, you agree that we will not be liable to you for honoring checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is authorized. WE DO NOT ISSUE OR PAY ON ANY CHECK PRESENTED ON ANY TOTALBANK ACCOUNT. Moreover, you guarantee and warrant that any unsigned draft that you deposit into your account is authorized. Should any conflicts in the terms of the Signature Card and this Agreement occur, then the terms of this Agreement shall control.

ALTHOUGH YOUR SIGNATURE CARD OR RESOLUTION MAY INDICATE THAT MORE THAN ONE SIGNATURE IS REQUIRED FOR THE WITHDRAWAL OR TRANSFER OF FUNDS, THAT NOTATION IS PRINCIPALLY FOR YOUR OWN CONVENIENCE AND INTERNAL CONTROL PURPOSES. WE DO NOT ASSUME A DUTY TO SUPPORT MULTIPLE SIGNATURE REQUIREMENTS. AS SUCH, WE ASSUME NO DUTY TO CONFIRM THAT TWO OR MORE (OR ANY COMBINATION) OF AUTHORIZED SIGNERS HAVE APPROVED ANY TRANSACTION. WE SHALL ACT UPON THE INSTRUCTIONS OF ANY ONE AUTHORIZED SIGNER.

8. **Facsimile Signatures; Electronic Identifier.** If the depositor's items are signed using any facsimile signature, electronic identifier, or other non-manual form of signature, the depositor acknowledges that its use is solely for their benefit and convenience. The depositor accepts sole responsibility for maintaining security over any device for affixing the signature or electronic identifier. Such signature or electronic identifier will be effective as the depositor's signature regardless of whether the person affixing it was authorized to do so and regardless of the means by which the actual or purported facsimile signature or electronic identifier may have been affixed if such signature resembles the facsimile signature or electronic identifier duly certified to or filed with us, or if such facsimile signature or electronic identifier resembles any facsimile signature or electronic identifier previously affixed to any item drawn on your account which was accepted and paid without timely objection.

   You acknowledge and agree that, unlike face-to-face banking transactions, most transactions occurring with us via the Internet (including, but not limited to accessing account records, making withdrawals, and giving payment instructions) will be authorized and/or initiated by the use of an electronic identifier as we may implement from time to time. Different types of transactions may require a different electronic identifier. You accept sole responsibility for maintaining security over any electronic identifier issued to, selected by, or utilized by you and any device for affixing any of the foregoing. You acknowledge and agree that any request, instruction or transaction (including, but not limited to, giving payment and withdrawal instruction) received by us, which includes your electronic identifier, will be deemed to be authorized by you. Such electronic identifier will be effective as your electronic identifier regardless of whether the person affixing it was authorized to do so and regardless by what means the actual or purported electronic identifier may have been affixed if such matches your electronic identifier.

   You agree to hold us harmless and indemnify us for any liability (not limited to all claims, costs, losses and damages, including attorneys' fees), we may incur for reasonably acting upon such requests, instructions or transactions which bears your facsimile signature or electronic identifier. You agree to keep confidential, and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all electronic identifiers issued to, selected by or utilized by you. If your electronic identifier becomes lost or known to another person, you agree to notify us immediately so that a replacement may be issued for temporary use.

9. **Service Charges / Fees**. Depositor agrees to pay service, maintenance and other charges / fees in accordance with the applicable *Disclosures & Schedule of Fees,* as amended from time to time. Notice of any changes affecting the service charges / fees, will be provided in writing to you at the address shown on our records or by any other method permitted by law and a reasonable period of time will be given before any changes become effective.

10. **Interest**. Depositor agrees that if the balance of the account ends with no balance or a zero balance at the end of the related term, all interest otherwise due to Depositor is forfeit and shall not be paid for such term.

11. **Pledges.** Neither owner or joint owner of an account may pledge all or any part of the funds in it for any purpose.

12. **Form of Account Ownership.** When you open an account you may choose to own the account either (i) individually or (ii) jointly as joint tenants in the entirety with rights of survivorship. The form of ownership for your account are designated on the Signature Card when you open the account. In the absence of a Signature Card, our system of records shall be conclusive. Where two or more individuals are designated or appear on a Signature Card as owners of such account, then as between

them, we will treat the owners as joint tenants with rights of survivorship. For any joint account where a joint owner or last owner has died, we reserve the right not to release funds in the account until all necessary legal documents and other requested information are delivered to us. You agree to notify us of the death of any joint owner and to reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the account to you. You agree that if your account is identified as one offered only to individuals, it shall not be used for a business purpose. At the sole discretion of the Bank, any such account may be closed.

NOTE: Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax and estate planning consequences, consultation with your attorney or tax advisor is recommended.

a. **Personal Accounts.** The forms of ownership for personal accounts, include, but may not be limited to, the following:

   i. **Individual Accounts (Single Party Account).** An account may be opened in the name of one natural person / individual who has the sole right to deposit or withdraw funds from the account.

   ii. **Joint Accounts.** Irrespective of the form of joint ownership you have chosen, you hereby authorize the Bank to honor any deposit, withdrawal or transfer of funds by only one owner and authorize each owner to act for the other. As a joint account, each of the joint tenants owns an undivided interest and has total control of the account. The Bank is not required to inquire as to the source, ownership or pro rata interest of any funds received for deposit to an account or the proposed application of any payments made from an account. Any joint owner may close the account. Should an account be opened in the name of more than one person, the balance to the credit thereof at any time shall belong to such persons, or the survivor(s) of them, as joint tenants with right of survivorship and not as tenants in common (unless specifically selected on the Signature Card) and the Bank may pay the same, or any part thereof, to any one or more of such persons and this right shall not be affected by the death, mental incompetence or other disability of any one or more such persons. All joint owners will be jointly and severally liable for all activity related to the joint account, including responsibility for paying overdrafts created by any authorized signer(s) or party to the joint account, whether or not they participate in the transaction or benefit from its proceeds. Each joint owner guarantees the signatures of the other joint owners and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners, or to honor checks signed by any one of the authorized signers of the account. Although the Bank shall have no obligation to notify any one or more of you regarding any change to or other action concerning the joint account made or taken by another of you, the Bank may, notwithstanding any other provisions of this paragraph, require the signatures of all of you in order to pay any item or take any other action relating to the joint account if the Bank (i) has received conflicting demands or instructions from any two or more of you, (ii) has received an instruction signed by less than all of you seeking to change the title of (or restrict the payment or transfer of funds in) the joint account, or (iii) has concluded for any other reason, in the Bank's discretion, that it is prudent to require the signatures of all of you.

      - Multiple Party (Joint) Account with Right of Survivorship (also-known-as (AKA): Joint Tenancy with Right of Survivorship). Right of survivorship means that when a co-owner dies, the funds in the account belongs to the surviving co-owner(s), subject to our right to charge the account for any amount the deceased co-owner or a surviving co-

owner owes us. Creditors can levy, garnish or judicially withdraw (hereinafter collectively "Levy") 100% of the funds in the account, regardless of contribution. You agree to hold the Bank harmless for its execution of any such Levy on your account.

- Multiple Party (Joint) Account - Tenancy by the Entirety with Right of Survivorship. TB does not offer accounts owned in tenancy by the entirety.

- Multiple Party Account without Right of Survivorship (AKA: Tenancy in Common). TB does not offer accounts owned in tenancy in common.

iii. **Minor Accounts.** TB does not provide accounts to minors and minors are not permitted to be joint owners on any TB account.

b. **Personal Account Beneficiary designations / Terms for "Payable on Death" Accounts.** For an individual or joint account, you may choose to make your account payable on your death to one or more payable on death ("POD") beneficiaries. You can make your account a POD account by instructing us to list each POD beneficiary on the account and complying with the applicable state law. The applicable state law usually imposes requirements that must be met to create a POD account. Reference to any of the following: words or letters in the account title systemically or on the Signature Card such as: "payable on death" or "POD", "in trust for" or "ITF", "as trustee for" or "ATF", "transfer on death" or "TOD", or "Totten Trust", are agreed upon by you and the Bank to mean POD as defined in Florida Law and you hereby direct the Bank to act consistent with applicable Florida law on POD accounts. If the applicable requirements are not met, we may treat your account as though there is no POD beneficiary.

During your lifetime, a POD account belongs to you. You may close the account, remove or add one or more POD beneficiaries, change the account type or ownership, and withdraw all or part of the funds in the account. When the account owner or last co-owner dies, we may pay any funds remaining in the account to the then surviving (if any) POD beneficiary(ies), subject to our right to charge the account for any amount a deceased owner, co-owner or POD beneficiary owes us. We shall pay each then surviving POD an equal amount and you agree to indemnify and hold the Bank harmless for such distribution. A POD beneficiary does not acquire an interest in the account until after the death of the account owner or the last co-owner. A POD beneficiary may acquire an interest in the account at that time but only if the POD beneficiary is alive. In the case of a minor beneficiary, the legal guardians of the minor should be the payee of the balance of the account (e.g., Mary Smith and John Smith as guardians for Susie Smith, minor). A copy of the beneficiary's birth certificate should be obtained and the guardians validated against it or other legal documentation along with a confirmation of the beneficiary's age. The Bank may request any supporting documentation it reasonably believes provides proof of custodianship. A beneficiary's receipt of payment, either directly or through payment to a guardian or executor, shall be a valid release and shall discharge the Bank of any responsibilities for all such payments. If no beneficiary survives the account owner(s), sums on deposit belong to the estate of the last surviving account owner. POD account shall be governed by Florida law regarding pay-on-death accounts, including without limitation Florida Statutes §655.82, as such may be modified from time to time.

c. **Business / Commercial Accounts.** TB does not offer Business or commercial accounts.

d. **Attorney-in-fact / Guardian / Representative, etc.** TB does not offer Attorney-in-fact, guardian, representative, or other similar accounts.

e. **Fiduciary Account.** TB does not offer fiduciary accounts, except to the extent that a fiduciary relationship is created in connection with the disbursement of an account in probate or pursuant to a Payable on Death designation. An account involving a legal arrangement or capacity in which one person or entity (the fiduciary) acts on behalf of another. Examples include, but are not limited to: personal representative, guardian, or conservator for a minor or other legally incompetent person, and Trustee under Trust Agreement or under Will. Upon request of the Bank, the fiduciary will supply to the Bank an affidavit, certification or other documentation, including, without limit, copies of excerpts of any agreement, instrument or order pertaining to the account or fiduciary relationship.

f. **UTMA Account.** TB does not offer UTMA accounts.

g. **Transfer of Accounts and Account Ownership.** Your personal account is for your use only. It is non- transferable and non-negotiable. Ownership of your account is transferable only on our records with our consent. We may, in our sole and absolute discretion, withhold such consent.

- You may not grant, transfer or assign any of your rights to your account without our written consent.
- Even if we consent, we may require that you close the account and that the new account owner open a new account in their name.
- We may refuse to acknowledge or accept your attempted pledge or assignment of your account or any interest in it, including a notice of security interest.
- No assignment by you of your account will become effective on the Bank until we consent, have documented the transfer consistent with the Bank policies and procedures and applicable law, and make appropriate changes to documents and systems/records of the Bank.

13. **Accounts & Online Banking.**

a. **Types of Accounts.** We offer several different types of accounts for personal customers. For a listing of such account types, please see the following:

- *Disclosures & Schedule of Fees*

b. **Limitations on Withdrawals from Money Market Accounts.** We are required by federal regulation to retain the right to ask for seven (7) days written notice before you may withdraw money from interest-bearing money market accounts. Other withdrawal limitations include:

- **Money Market Accounts.** You may only make up to six (6) withdrawals or transfers per statement cycle, or a combination of such transfers or withdrawals per statement cycle, to another TB account or to a third party (inclusive of pre-authorized or automatic transfers, whether by ACH, telephone, internet banking, overdraft protection, withdrawal, etc.) from a money market account prior to incurring excess transaction fees, as detailed in the applicable *Disclosures & Schedule of Fees*.

c. **Your Authorization and Authentication for Transfers, Requests, and Account Access.** You may access your Account(s) through our website. In order to do so you must have a username, a password and any other security devices or credentials we may require from time to time along with the required hardware and software as described in this Agreement or on the website. You must comply with any security procedures and policies we may establish from time to time. When you use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement. Your use of the Online Banking may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications, which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. You are responsible for selecting all hardware and software and your Internet provider, and for any defect or malfunction, including interruption of Internet service.

(i) We will not permit transfers to fund your Account or to close or withdraw funds, unless you provide us with satisfactory identification and any other documentation or information that we may require from time to time, as may be further specified in various sections of this Agreement.

(ii) Authorized Transactions: You agree that transfers conducted or requested by you, and Online Banking access obtained through telephone or our website, may only be authorized and/or initiated upon satisfactory authentication of your identity through the use of one or more of the following: username, password, out of band authentication code, Biometric Authentication, secret word, electronic signature or other such identifying means (each a "Credential"). "Biometric Authentication" means fingerprint or facial recognition used for identification of you and access control, and is an agreed upon security procedure for access and use of the Services, as applicable. Different types of transfers, requests, or access may require a different Credential and/or use of an additional security procedure. You accept sole responsibility for maintaining security over any Credential and any device using the Credential.

You agree to safeguard your Credential's and your Account number(s). If you give someone your Online Banking Credentials, you are authorizing that person to use the Online Banking in your name, and you are responsible for all transactions the person performs using your Online Banking Credentials. All transactions performed by that person, even those transactions you did not intend or want performed, are authorized transactions.

For the sake of clarity, you agree that any instructions received by us (such as requests to withdraw funds from your Account) that include any of your Credentials will be deemed to be authorized by you. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed. For example, if you provide your e-mail address and password to another person and that person uses that information to withdraw funds from your Account, we will deem the withdrawal to be authorized by you. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any

liability incurred for reasonably acting upon such instructions, which bear any of your Credentials. You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued.

You are solely responsible for keeping your Credentials and other online Account information secure and confidential. To protect the security and confidentiality of your Credentials, we suggest the following:

- Do not give out to any other person your online Account information, Credentials or other means to access your Account(s);
- Do not leave your computer unattended while you are logged in to Online Banking;
- Never leave your online Account information, Credentials, or other means to access your Account within physical or viewing range of others;
- Do not transmit online Account information, Credentials or other means to access your Account via any public or general email system;
- Monitor your Account(s) for unauthorized activity;
- For your protection, log out after every Online Banking session and close your browser to ensure confidentiality. and
- Routinely scan your computer using a reliable virus detection and anti-spyware product.

We may make ACH transfers based on instructions you give to us by calling TotalBank Support Team or through our website or the TB App. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability we may incur for reasonably acting upon such instructions that you provide to us.

(iii) System Maintenance. At certain times, Online Banking access to some or all of your Accounts may not be available due to system maintenance or circumstances beyond our control. Our TotalBank Support Team may be contacted Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System.

d. **Deposit and Withdrawal Requirements.**

(i) Processing Deposits. When you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If you deposit a check or transfer funds into your Account and the check or transfer is returned to us by the paying financial institution for any reason, you agree that we may deduct the amount of the check or transfer against your Account, without prior written notice to you. We may send the returned check or transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, or refuse to accept a deposit; for example, we may refuse to accept a transfer to your Account if we believe that accepting the transfer would cause us to violate any applicable law (e.g., sanctions related to the Office of Foreign Assets Control ("OFAC") or cause your Account to exceed the applicable Maximum Deposit Limitation, discussed previously.

(ii) Funding your Account. PLEASE DO NOT send cash – we will NOT accept cash. We also will not accept checks drawn on a non-U.S. entity. You can make a deposit into your Account (initial and renewal deposits only), only as follows:

- Mobile deposit (only for renewal of established Money Market Accounts)
- ACH transfer(s)
- Wire transfer(s) (only for renewal of established Money Market Accounts and subject to applicable fees, please refer Disclosures & Schedule of Fees for TotalBank)
- You may NOT make a deposit via mail.
- You may NOT make a deposit or transfer funds via an ATM.
- You may NOT make a deposit at any CNB banking center location

(iii) Mobile Deposit. You may make deposits to your account(s) via the Mobile Deposit Service accessible through the TotalBank app. Mobile Deposits are governed by the terms of the Mobile Deposit Service Terms & Conditions included in this Agreement.

(iv) Automated Clearing House (ACH) Transfers. You may be able to send or receive ACH transfers depending on the type of your Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to be bound by and comply with the NACHA rules. ACH transfers that are deposited into your Account are provisional and will not be credited to your Account until final payment is received. We are not required to give next-day notice to you of our receipt of an ACH transfer. You agree that we may reverse any ACH transfer of funds to or from your Account without prior notice to you at any time if permitted by NACHA Operating Rules, which includes but is not limited to the following reasons: (a) we credited your Account in an incorrect amount, (b) the transfer represents a duplicate credit to your Account, (c) you were not entitled to the deposit, or (d) you were not the intended recipient of the deposit. We may reverse any provisional credit to your Account for which final payment is not received.

(v) Cut-Off Time. To allow us time to process deposits, prove balances, and make the necessary entries in our records, we have established 5:00 p.m. ET as our general cut-off hour for ACH / check deposits and 5:30 pm for incoming wire transfers. Any deposit received on any Business Day after these cut- off hours will be treated by us as being received at the opening of the next Business Day.

(vi) Restrictions on Withdrawal Methods. You are not permitted to link your Account with a credit, debit, gift, or other type of card issued by a third party or another financial institution. If you attempt to make any transactions with your Account using a credit, debit, gift or other type of card issued by a third party or another financial institution or by creating a check drawn on your Account, we will reject and/or return the transaction without notice to you and may consider such action to be a violation by you of this Agreement.

e. **Reliance Upon Information Provided.**

(i) You acknowledge and agree that the Bank is relying upon the information you provide, as well as information provided by the external financial institution sending transfers to you, when we process a transfer on your behalf.

(ii) When we receive a check, ACH, or wire transfer requests to deposit funds into an Account, we do not have a duty to determine whether the Account number provided to us matches the name or other information given to us with the transfer or transfer request. For this reason, we will not be liable to you if we credit a transfer that was intended for your Account to another customer's Account.

(iii) When you provide us with information to initiate a transfer, you agree that we will not be responsible for accuracy of the information or for any errors or discrepancies in the account names and numbers or the ABA Routing Transit Number and name of the external financial institution holding your account, and you agree that we have no responsibility to determine accuracy or investigate any of these errors or discrepancies.

(iv) It is important to note, specific types of transfers (e.g., ACH and wire transfers) are subject to additional provisions set forth in this Agreement that govern those particular types of transfers.

f. **Closing Your Account.** You may redeem your CD Account early or not renew it by contacting us via email at contactus@totalbank.com. Should you decide to redeem / withdraw or not renew your CD, we will return the funds to the account that funded the CD Account. In the event that the account that funded the CD is no longer available, we will perform heightened security procedures prior to returning your funds in order to verify and protect your funds on deposit with us. Early redemption of a CD will cause a penalty to be charged, please refer to the Disclosures & Schedule of Fees for TotalBank Accounts for details. With respect to closing a MMA, you may close your MMA consistent with the general terms delineated above, subject to the Disclosures & Schedule of Fees for TotalBank Accounts in connection with limits on transfers/transactions, applicable fees, and we are required by federal regulations to retain the right to ask for seven (7) days written notice before you may withdraw money from interest-bearing money market accounts. If your MMA carries a zero balance for more than 60 days or is overdrawn for 90 days, your account will be closed without further notice to you.

14. **Fraud Detection / Deterrence.** There are several precautions that you can and should take to decrease the risk of unauthorized transactions from your account. Such precautions include, but are not limited to:

a. Safeguarding and not disclosing to third parties information about your account, such as your account number(s);

b. Safeguarding materials and information which can be used to access your account including, but not limited to withdrawal tickets, electronic passwords or other access-related information, to prevent them from being misused by an unauthorized party;

c. Reviewing carefully your account and statements for unauthorized activity if you suspect that any of these items may have been stolen or tampered with or if you are the victim of theft or your property is burglarized;

d. Promptly and carefully reviewing your statement each month for unauthorized activity or missing deposits;

e. Closing your account immediately upon discovery of any known or suspected unauthorized activity. When you report missing, stolen, or unauthorized checks, we may recommend that any

account that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open, the Bank shall not be liable to you for subsequent losses on the account due to unauthorized activity and we may require you to indemnify us for any losses we incur as well; and

f. Authorizing third parties to be authorized signers on the account for any reason increases the risk of fraud substantially and a much higher level of vigilance and oversight with respect to monitoring the proper handling of the account is necessary. You and TB herein agree that TB shall not be responsible for the wrongful or criminal acts of depositor's authorized account signers and you agree to indemnify and hold us harmless from any claim or liability whatsoever arising from any misconduct by said individuals on your account.

You agree that if you fail to follow these and other precautions prudent to your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item and we will not be required to re-credit your account or otherwise have any liability for paying such items.

15. **Statement of Account.** Your statement will be made available to you electronically via online banking monthly, quarterly or annually, depending on the type of account and the services you have with us and, if applicable, will include the amount of interest earned for the statement period. You will be responsible for the same care in reviewing these statements as if they were mailed. All tax documents associated with your account(s) will be made available to you electronically via online banking.

    You agree to notify us if you change your address and/or any contact telephone information.

    Your statement will be deemed to be received by you five (5) calendar days after the statement end date. You are responsible for notifying us promptly if you do not see your statement(s) on online banking.

16. **Reviewing Statements and Reporting Problems.** You are in the best position to discover a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit, illegible image or any other error or discrepancy relating to a deposit or withdrawal entry to your account, or any other errors in your account statement (hereinafter collectively referred to as "Discrepancy(ies)"). Therefore, you should carefully examine your account statements when you receive them. If you discover (or reasonably should have discovered) any Discrepancies, you must promptly notify us of the relevant facts. If you fail to review your statements and/or report problems timely, you will have to either share the loss with us, or bear the loss entirely yourself, depending on whether we exercised ordinary care and, if not, whether the Bank substantially contributed to the loss. The loss could be not only with respect to items on the statement, but other items forged or altered by the same wrongdoer. If the previous sentence applies, but you are able to prove that we failed to exercise ordinary care in paying the item in question and that our failure substantially contributed to the loss, then the loss will be allocated between us based on the extent to which our respective failures to exercise ordinary care contributed to the loss. In that regard, and as is disclosed elsewhere in this Agreement, we process checks and other items by automated means and do not visually examine all checks or other items. You agree that we do not fail to exercise ordinary care because we use these automated procedures. You also agree that we do not fail to exercise ordinary care if the items were forged or altered so cleverly (as by unauthorized use of a facsimile machine, photocopy machine, computer equipment or otherwise) that a reasonable person would not detect the forgery or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first made available to you. As stated above, you agree that the statement is deemed to be received by you five (5) calendar days after the statement end date.

YOU FURTHER AGREE THAT IF YOU FAIL TO REPORT ANY DISCREPANCIES RELATING TO A DEPOSIT OR WITHDRAWAL ENTRY TO YOUR ACCOUNT WITHIN THIRTY (30) DAYS OF WHEN WE MAKE THE STATEMENT AVAILABLE, YOU CANNOT ASSERT A CLAIM AGAINST US ON ANY ITEMS IN THAT STATEMENT AND THE LOSS WILL BE ENTIRELY YOURS. THIS THIRTY (30) DAY LIMITATION IS WITHOUT REGARD TO WHETHER WE EXERCISED ORDINARY CARE. FOR CONSUMERS, REGULATIONS GOVERNING ELECTRONIC FUNDS TRANSFER ("EFT") PROVIDE UP TO SIXTY (60) CALENDAR DAYS FOR REPORTING "ERRORS". The depositor also agrees to return immediately to the Bank any check images, or other items which do not belong to the depositor.

In addition, the depositor must immediately report missing, stolen or unauthorized cards, preprinted withdrawal slips or other account related material to us. **IF THE DEPOSITOR DOES NOT REPORT TO US ANY MISSING CREDIT OR DEBIT ITEMS, UNAUTHORIZED SIGNATURES, ANY ALTERATIONS, OR OTHER SUSPECTED MISUSE OF THEIR ACCOUNT, IN ADDITION TO ANY RIGHT WE HAVE BY LAW, THE BANK WILL NOT BE RESPONSIBLE FOR ANY SUBSEQUENT FORGERIES, ALTERED CHECK OR OTHER FRAUDULENT USE OF THE DEPOSITOR'S ACCOUNT BY THE SAME PERSON THAT OCCUR AFTER THE DEPOSITOR HAS BEEN AFFORDED A REASONABLE PERIOD OF TIME NOT EXCEEDING THIRTY (30) CALENDAR DAYS FROM THE CLOSING DATE OF THE STATEMENT CONTAINING INFORMATION ABOUT THE FIRST FORGERY, ALTERATION OR FRAUDULENT TRANSACTION TO EXAMINE THE ITEM OR STATEMENT AND NOTIFY THE BANK.**

If your statements are retained at the Bank until you request them, each statement will be deemed to have been made available to you for purposes of this Agreement five (5) calendar days after the statement end date.

If the depositor reports to us any Discrepancy or missing, stolen or unauthorized cards, preprinted withdrawal slips or other account related material on their account, the depositor agrees to cooperate with us in the investigation of their claim. This includes giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction or issue in question and the circumstances surrounding the loss. The depositor also agrees upon the Bank's request to file a criminal report with appropriate law enforcement officials against any suspected wrongdoer.

The depositor agrees to pursue all rights he/she may have under any insurance coverage they maintain before making a claim against the Bank in connection with any account transaction, and to provide us with all reasonable information about their insurance coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

The depositor agrees that we have a reasonable period of time (thirty (30) days) to investigate the facts and circumstances surrounding any Discrepancies or missing, stolen or unauthorized cards, preprinted withdrawal slips or other account related material that the depositor has claimed, and that we have no obligation to provisional credit your account during our investigation except as set forth in the *Disclosures & Schedule of Fees*, and only if the account is held as a consumer account (i.e., accounts held for personal, family or household purposes).

17. **Terminating the Account / Agreement.** The Bank reserves the right, at its sole discretion, to discontinue or limit transaction account services, to refuse further deposits or withdrawals, to decline to collect any item or to process any transaction or to terminate the account relationship at any time. We will provide written notice via email to you in advance if we decide to terminate your account relationship for any reason other than abuse of the account relationship or to prevent a loss. In the event the Bank decides to close your account, for any reason other than abuse of the account relationship or to prevent a loss, and, in our sole discretion, grant you a time frame to close your account, you agree that ten (10) days is a reasonable time period. Notwithstanding the foregoing, you agree that we may close your account without advance notice (or any notice at all) under certain circumstances such as, for example, we believe in good faith that your account is being used to facilitate a fraud, to prevent a loss or other crime, or your account remains overdrawn for ninety (90) days or more. You agree that in instances of account abuse, suspected fraud, or to prevent a loss, notice is reasonably given by us if sent immediately upon account closure. Further, for security concerns, we may require you to close your account and to open a new account if: (i) there is a change in authorized signers; (ii) there has been a forgery or fraud reported or committed involving any of your accounts; (iii) you have too many transfers from your account; or (iv) any other provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or make any outstanding transfers. You agree to hold us harmless for refusing to honor any withdrawal drawn on a closed account. In the event that the account is closed, the Bank will send the balance in the account via ACH, after any applicable service charges have been deducted, back to the last linked account on record. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. The depositor shall be responsible and liable for any service charges and transactions initiated prior to an account closing. You may close any of your accounts by notifying us in writing. Whether you close your account or we do, the account closing will not affect your obligations under this Agreement, even if we allow any transactions to be completed after the account is closed. Termination of Money Market Accounts are subject to the provision of withdrawals from interest-earning accounts. In addition, termination of the account by either party will not release you from any fees or other obligations incurred before the termination. This Agreement continues to govern matters related to your account even after your account closes.

18. **Maximum Deposit Limitation**:
    a. **Account Limits**—Account owners are generally subject to a maximum deposit balance across all Accounts at TB (which includes Money Market and CD Accounts) of $1,000,000 per Account owner. With respect to joint Accounts, for purposes of determining the maximum deposit balance permissible per Account owner, each joint Account owner will be attributed an equal portion of the balance of the joint Account. Calculation of Limits for Accounts—For purposes of calculating the maximum aggregate deposit balance permissible, for each Account owner, deposit balances include principal deposited in all Accounts (which includes Money Market and CD Accounts) held by the same Account owner at the Bank but does not include interest earned and credited but not withdrawn.
    b. **Return of Funds**—If you deposit funds that cause your Account balance to exceed the applicable maximum deposit limits by greater than or equal to $1,000,000 (or such other amount as determined by the Bank in OUR SOLE DISCRETION), you authorize us to return the full excess deposit balances to you via check, or, subject to applicable authorization requirements, via ACH Transfer. If we receive an ACH Transfer from you for deposit and the deposit would cause you to exceed the applicable maximum aggregate limits, we may, in our sole discretion, reject and return the ACH Transfer, in accordance with applicable requirements.

    c. **Automated Processing of items.** You recognize that the Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the

lowest possible cost to all customers. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse the Bank for any loss or expense it incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination of items with a face amount below an amount specified by the Bank from time to time.

i. **Deposits.** Except as otherwise herein provided, all items received for deposit or collection are subject to the provisions of the Uniform Commercial Code in effect in the State of Florida and the terms and conditions of this Agreement. The Bank acts only as the depositor's collection agent and assumes no responsibility beyond its exercise of due care. All items received by the Bank for credit or collection are taken at the depositor's risk and subject to the actual receipt of proceeds by the Bank. All items are credited subject to final payment and to receipt of final payment in cash or solvent credits by this Bank at its own office. This Bank may forward items to correspondents and shall not be liable for default or negligence of correspondents selected with due care nor for losses in transit, and each correspondent shall not be liable except for its own negligence. Items and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, and by this Bank or any correspondent, in accordance with any common bank usage, with any practice or procedure that a Federal Reserve Bank may use or permit another bank to use, or with any other lawful means. This Bank or its correspondents may send items directly or indirectly to any bank including the payor, and accept its draft or credit as conditional payment in lieu of cash. This Bank may charge back at any time any item drawn on this Bank which is ascertained to be drawn against uncollected and/or insufficient funds or deemed otherwise not good or payable. Fees may apply to items paid/returned for uncollected funds, please refer to the appropriate *Disclosures & Schedule of Fees*. An item received after this Bank's cutoff hour, provided upon request, shall be considered received the next Business Day.

The following terms apply to deposits made to your account: (a) Endorsements. You authorize us to accept transfers, checks, and other items for deposit to your account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your account should be endorsed payable to the order of you or the Bank for deposit only, followed by your signature and account number. All endorsements must appear on the back of the check or other item within the first 1 ½ inches from the left side of the item when looking at it from the front. While we may, at our sole discretion, accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. (b) Final Payment. All non-cash items (for example, checks) deposited to your account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other

fee we pay or incur. We reserve the right to refuse any item for deposit into your account. (c) Direct Deposits. If we offer direct deposit services for automatic preauthorized deposits to your account of Social Security or other regularly scheduled payments or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the Federal Government or any other payor, for any reason, you authorize us to deduct the amount from your account as provided in (b) above. (d) Crediting of Deposits. The *Funds Availability Policy* provided to you reflects our policies relating to the availability of deposited funds, including restrictions applicable to new accounts.

ii. **Large cash withdrawals.** No cash withdrawals are permitted.

iii. **Item Processing, Posting, and Payment.** We may not process and post credits, debits, and holds to your account in the order they occur or we receive them. When multiple items are presented on a banking day, the Bank generally processes all credit items deposited (e.g., deposited checks, incoming ACH transfers, etc.) first, followed by debit items (e.g., outgoing ACH transfers, checks, etc.). You agree that we may credit items to and debit items from your account by posting such items arriving to your account on the same day by order of posting and category which we choose in our sole discretion. Typical categories of payment / debit types include: ACH, cashed out items, ATM transactions, point-of-sale (POS), inter-day transfers between your accounts, and checks. In choosing processing priorities for checks and other debit items, the posting order for all categories of debits, except fees, will be handled in the same manner, posting lowest-to-highest dollar amount. For example, in the category of check processing, we will process checks received on a given day from lowest-to-highest. We may change the priority or order of any category, at any time, without notice to you; however, for your benefit, we will not change the lowest-to-highest payment of items within a category without prior notice. We further reserve the right to change the order of posting / payment priority without notice to you if we suspect fraud or possible illegal activity affecting your account. If the dollar amount of the debit items received exceeds the amount available, at the time those items are presented, the Bank, at its discretion, may pay or return those items. For each item presented in excess of the amount available in the account, the Bank may impose a fee. Please refer to the Bank's applicable *Disclosures & Schedule of Fees* for the current amount of those fees.

iv. **Overdrafts.** You are obligated to maintain sufficient available funds in your account at all times to cover withdrawals, debits, returned deposit items or any other instruments negotiated or accepted by us on your behalf. If there are insufficient funds in your account or if sufficient funds are not available for withdrawal when an item is presented for payment, the Bank may, but is not required to, pay the item and create an overdraft without prior notice to you. We are not obligated to pay an item presented if your account does not contain sufficient collected funds. If an overdraft has occurred, you agree to pay the service charge as noted in the Bank's applicable *Disclosures and Schedule of Fees*. At the Bank's option, it may pay the overdraft and charge you a service charge. The Bank is authorized to dishonor any such item (including post-dated items), without liability to you. The Bank's policy on Overdrafts for personal / consumer accounts provides for the following (*see Disclosures & Schedule of Fees* for current fees with respect to the below):

- The Bank will waive the *Non-Sufficient Funds (NSF)/Overdraft (OD)/Uncollected Funds Paid Item Fee* ("Paid Item Fee") for personal accounts if the 'end of day' overdrawn balance calculated on an automated basis is $0 to negative $20. In other words, TB will not charge you for a simple mistake which overdraws your account (e.g., you have $20 available and accidentally transfer $25). A Paid Item Fee shall apply for all items presented for payment to your account that create an overdraft in excess of negative $20.00. For example, you makde three (3) transfers, as follows: $500, $200, and $17 but only have $20 available/collected balance in your account and TB pays the transfers leaving an end of day balance of negative $697. Because the sum of all items paid exceeds negative $20 ($20 less ($500 + $200 + $17) = negative $697), the $0 to negative $20 automated waiver of the Paid Item Fee **does not apply.** In the above example, you would be charged two (2) overdraft fund Paid Item Fees; however, the Paid Item Fee for the item in the amount of $17 would be waived because it would be deemed de minimus under the *Disclosures & Schedule of Fees.*
- The Bank will charge a maximum of five (5) Paid Item Fees per day.
- If your overdraft is not satisfied promptly, a *Sustained Overdraft Balance Fee* will be charged to your account in the event the overdraft remains outstanding for five (5) consecutive Business Days. This fee will apply to each new overdraft that remains outstanding for five (5) consecutive Business Days.
- The Bank will provide periodic notifications based on the number of overdraft occurrences to help you manage your account, and offer you an alternative option to reduce your fees.

Please inquire with your account officer as we offer you the ability to link an account in order to avoid overdraft or insufficient funds fees being assessed. Other fees may apply to linked accounts in connection with overdraft protection, please refer to the applicable *Disclosures and Schedule of Fees* for details. Lastly, in the event your account is overdrawn for ninety (90) days or more, we may close your account without any notice, consistent with paragraph 16 (Terminating the Account / Agreement).

v. **Electronic Presentment.** The depositor's account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by the Bank that an item drawn on their account has been deposited for collection in another financial institution. A determination of the depositor's account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made.

vi. **Good Faith Disbursement.** Depositor agrees that the Bank may disburse funds from their account in good faith reliance on documentation presented to us which purports to give any individual or entity the right to receive such disbursement and that the Bank shall not be liable to the depositor for any such good faith disbursement.

vii. **Collection Items (Foreign & Domestic).** The Bank may accept certain items – such as certain securities and checks payable in foreign currencies or at foreign locations – on a collection basis only. The Bank processes collection items separately and differently than checks. Collection items are credited to your account only after we receive payment for them. However, if we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if this causes your account to become overdrawn. Fees are charged for

collection items and they are listed in the applicable *Disclosures & Schedule of Fees*. In addition, financial institutions in the collection process and the financial institution on which the collection item is drawn may also charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. A financial institution may subtract its fee from the amount of the payment we receive. You have to pay these fees even if the collection item is returned unpaid.

19. **Mobile Deposit.** Please read the following terms and conditions for the Mobile Deposit Service (hereinafter, the "Mobile Deposit Service Terms & Conditions") carefully, it governs your access and use of the mobile check deposit Service (hereinafter the "Check Deposit Service"). By choosing to use Mobile Deposit, you agree to be subject to the Mobile Deposit Terms & Conditions, and the provisions of this Agreement.

    a. Accepting the Agreement and your attestation. You accept and agree to be bound by the terms and conditions for use of the Mobile Deposit Service when you enter the TB Mobile Application, and either accept these terms or use the Check Deposit Service described herein, or by authorizing others to use it, you agree to be bound by these terms and conditions, subject to amendments by TB from time-to-time. Such amendments to these terms and conditions will be made available to you on the TB Mobile Application and also posted on TB's website at https://www.totalbank.com/resources/disclosures. You attest: (i) you are a legal account owner, authorized signer, legal representative, or court appointed custodian; (ii) all information that you have provided to be used in connection with Check Deposit Service is accurate, current, and complete; (iii) that you have the right to provide such information to us for the purpose of using the Check Deposit Service; and (iv) that you shall not misrepresent your identity and to keep all information current and accurate.

    b. Relation to other agreements. Your use of the Check Deposit Service may also be affected by the agreements between us for your TB Account(s). For example, the applicable *Disclosures & Schedule of Fees*, and this Agreement apply to any linked TB Account(s). When you use the Check Deposit Service, you do not change those agreements with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions or terms that might affect your use of a linked Account with the Check Deposit Service.

    c. Eligibility. In order to enroll in the Check Deposit Service, you must be designated as an authorized signer, legal representative, or owner of a TB deposit Account that is eligible for this Check Deposit Service, and be approved by TB. We will determine whether you are eligible for the Check Deposit Service in our sole discretion. Factors impacting your eligibility include, but are not limited to, tenure of your relationship with TB, whether you overdraw your Account(s) with us or receive notice of such activity with other financial institutions, the regularities of any such overdrafts, number of return items on your Account(s), suspected fraud, etc. We may suspend or terminate your use of the Check Deposit Service at any time and without prior notice to you. If you violate the Mobil Deposit Service Terms & Conditions, then we also may use such actions as a basis to terminate your account relationship with us.

    d. Conditions to Provision of the Check Deposit Service. As conditions to TB's provision of the Check Deposit Service, you shall (a) maintain the Account(s) in good standing, and (b) comply with such restrictions on the Check Deposit Service as we may communicate to you from time to time.

    e. Description of the Check Deposit Service. "Paper Item" means an item that is in paper form and includes a check, draft (other than a demand draft) payable on demand, money order, cashier's

check or traveler's check, or as provided for below in the section of this Agreement titled "Eligible Paper Item(s)". The Check Deposit Service enables you to use the TB Mobile Application via certain supported Wireless Devices, as any such devices may be added or removed by TB at our sole discretion. The Check Deposit Service permits you to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with the Mobile Deposit Service Terms & Conditions, and applicable laws and regulations. The term "Electronic Item" used within this Agreement incorporates the definition of "electronic check" and "electronic returned check", as those terms are defined within Federal Reserve Regulation CC ("Reg CC") (i.e., 12 CFR 229.2 (ggg)). "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

i. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item was drawn and to which the Electronic Item relates or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
ii. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
iii. Present or post any Electronic Item for which we are the Paying Bank.

f. Eligible Paper Item(s). You agree to scan and deposit only "checks" as that term is defined in Reg CC. As stated above, you agree that the image of the check / Paper Item transmitted to TB shall be deemed an "Electronic Item" as that term is defined herein. You agree that you will not use the Check Deposit Service to scan and deposit any checks / Paper Items, as described below:

i. Checks or items payable to any person or entity other than you.
ii. Checks payable to you and another party who is not an authorized signer or legal representative on the account.
iii. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
iv. Checks or items previously converted to a substitute check, as defined in Reg CC.
v. Checks or items drawn on a financial institution located outside the United States or not payable in United States currency.
vi. Checks or items that are remotely created checks, as defined in Reg CC.
vii. Traveler's checks or savings bonds
viii. Checks or items dated more than 6 months prior to the date of deposit or dated after the deposit date.
ix. Checks or items prohibited by TB's current procedures relating to the Check Deposit Services or which are otherwise not acceptable under the terms of your TB Account and this Agreement.

g. Fees for the Check Deposit Service. The Check Deposit Service is provided at no charge to you; however, third party message and/or data rates may apply. These include fees your wireless carrier may charge you for data usage or other services. Check with your wireless carrier for details regarding your specific wireless plan and any data usage or other charges that may apply. You hereby agree that any such fees are your sole responsibility and we shall not be responsible for any such fees under any circumstance. In addition, a supported mobile device is needed to

use the Check Deposit Service. The Check Deposit Service is a feature of the TB Mobile Application that you must download. You should also keep in mind normal account fees and service charges may apply. Please refer to the appropriate *Disclosures & Schedule of Fees*, for the linked Account in order to obtain a listing of applicable charges that may apply for the various products or services used.

h. Limitations of Check Deposit Service. When using the Check Deposit Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Check Deposit Service has Eligibility (see above) requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Check Deposit Service, in whole or in part, or your use of the Check Deposit Service, in whole or in part, immediately and at any time without prior notice to you. Notwithstanding the foregoing, you agree that we may close your account without advance notice (or any notice at all) under certain circumstances such as, for example, we believe in good faith that your account is being used to facilitate a fraud, to prevent a loss or other crime, or your account remains overdrawn for ninety (90) days or more.

i. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Check Deposit Service and to modify such limits from time to time, without prior notice to you. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the Mobile Deposit Service Terms & Conditions, and we will not be obligated to allow such a deposit at other times. The Bank will set internal limits at its sole discretion, and such limits can be found with the TB Mobile Application. There is no limit on the number of Electronic Items that can be processed, as long as the standard dollar limits are not exceeded. Daily and monthly deposit limits may vary for users. The TB Mobile Application will provide you with the maximum deposit limit available at any given time.

j. Image Quality. The image of a Paper Item transmitted to TB using the Check Deposit Service must be legible. The image quality of the Paper Items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearing house or association. Checks should be placed on a dark background, ensuring the image is in focus and the four corners of the check are visible inside the camera box.

k. Endorsements and Procedures. You agree to properly endorse any Paper Item transmitted through the Check Deposit Service by including a restrictive endorsement, as follows: "for mobile deposit at TB only" or any similar endorsement on the original check, in addition to any requirement found in this Agreement. Any original check presented for deposit that does not include a restrictive endorsement, as provided for above, will not be accepted for deposit and will be returned by TB. You agree to indemnify and hold harmless TB from any loss as a result of your failure to endorse the original check as required herein.

l. Receipt of Paper Item(s). For purposes of the Mobile Deposit Service, the definition of Business Day applies. Cut-Off times applicable to a Mobile Deposit will be provided upon request. Notwithstanding the foregoing, your Electronic Item(s) is deemed to have been received by TB when you receive a confirmation from TB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image, we will credit the account based on the scanned image. We are not responsible for Paper Items we do not receive or for images that are dropped during transmission. For all purposes, legal

and otherwise, any Paper Item deposited will be deemed to have been deposited at the branch where the Account is maintained.

m. Exception Paper Item(s). Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Check Deposit Service (each, an "Exception Item"), without liability to you. An Exception Item includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) any Paper Item previously listed in the section of this Agreement titled "*Eligible Paper Item(s)*".

n. Funds Availability. Funds deposited may not be available for immediate withdrawal and will be available based upon TB's Funds Availability Policy provided at account opening and / or as found on our website (https://www.totalbank.com/resources/disclosures).

o. Retention of Original Paper Item(s). Once the Paper Item has been credited to your account, you must mark the original Paper Item by writing MOBILE CHECK DEPOSIT on the front with the date and retain the Paper Item for fourteen (14) calendar days. You may not present the original Paper Item or any image or substitute check created from the original check for payment at any other financial institution. During this 14-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original Paper Item available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original Paper Item, you authorize us to deduct the amount of the Paper Item in question from your Account, regardless of whether such action may cause your deposit Account(s) to have insufficient funds, and to pay any associated fees. Immediately after this 14-day period, you must securely and irretrievably destroy the original Paper Items from which you have previously created and submitted to us as an Electronic Item.

p. Hardware and Software. In order to use the Check Deposit Service, you must obtain and maintain, at your expense, compatible Wireless Device, as specified by TB from time to time with a working camera that is capable of downloading and running the TB Mobile Application. The TB Mobile Application is provided at no cost to you; however, wireless carrier data usage rates may apply.

q. Errors. You agree to notify TB of any suspected errors regarding Paper Items deposited through the Check Deposit Service right away, and in no event later than 30 days after the applicable TB account statement is sent. Unless you notify TB within 30 days, such statement regarding all deposits made through the Check Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against TB for such alleged error.

r. Errors in Transmission. By using the Check Deposit Service, you accept the risk that a Paper Item may be intercepted or misdirected during transmission. TB bears no liability to you or others for any such intercepted or misdirected Paper Items or information disclosed through such errors.

s. Returned Deposits. Any credit to your Account for Paper Items deposited using the Check Deposit Service is provisional. If Paper Items deposited through the Check Deposit Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the

original Paper Item and provide you with an image of the original Paper Item, a paper reproduction of the original Paper Item or a substitute check. You authorize us to charge any of your Account(s), without prior notice, and at any time for the returned Paper Item. Please refer to the Bank's *Disclosures & Schedule of Fees* (Personal or Commercial Accounts) for details on the applicable fess/charges. Without our approval, you shall not attempt to deposit or otherwise negotiate an original Paper Item if it has been charged back to your Account. We may debit any Account in which you have an ownership interest to obtain payment for any Paper Item that has been rejected or returned, for any adjustment related to such Paper Item or for any warranty claim related to such Paper Item, whether or not the rejection, return, adjustment or warranty claim was made timely.

t. Presentment. The manner in which the Electronic Items are cleared, presented for payment, and collected shall be in TB's sole discretion or as provided in this Agreement.

u. Compliance with Law. You will use the Check Deposit Service for lawful purposes and in compliance with all applicable laws, rules, regulations and this Agreement.

v. Check Deposit Service Unavailability. The Check Deposit Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the given Internet service provider, cellular service provider, and Internet software.

w. Your Warranties to TB. You make the following warranties and representations to TB:
FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE CHECK DEPOSIT SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE CHECK DEPOSIT SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE CHECK DEPOSIT SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT TB PROVIDES YOU WITH RESPECT TO THE CHECK DEPOSIT SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY TB IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE CHECK DEPOSIT SERVICE OR YOUR SECURITY CREDENTIALS.

In addition, you represent and warrant that:

i. Each Electronic Image is a true and accurate rendition of the front and back of the original Paper Item, without any alteration, and the drawer of the Paper Item has no defense against payment of the Paper Item.
ii. The amount, payee(s), signature(s), and endorsement(s) on the Electronic Image and on the original Paper Item are legible, genuine, and accurate.
iii. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us as an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.
iv. There are no other duplicate images of the original Paper Item.
v. The original Paper Item was authorized by the drawer in the amount stated on the original Paper Item and to the payee(s) stated on the original Paper Item.
vi. You are authorized to enforce and obtain payment of the original Paper Item.
vii. You have possession of the original Paper Item and no party will submit the original Paper Item for payment.

viii. You placed the required restrictive endorsement on the original Paper Item.
ix. You agree to indemnify and hold harmless TB from any loss for breach of this warranty provision.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

x. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Paper Items deposited through the Check Deposit Service in your possession and your records relating to such Paper Items and transmissions. Further, you agree to provide any requested affidavit of fraud or file police reports, as necessary.

y. Enforceability. We may waive enforcement of any provision of the Mobile Deposit Service Terms & Conditions. No waiver of a breach of the Mobile Deposit Service Terms & Conditions shall constitute a waiver of any prior or subsequent breach of said Terms & Conditions. Any such waiver shall not affect our rights with respect to any other transaction or to modify the Mobile Deposit Service Terms & Conditions. In the event that any provision of the Mobile Deposit Service Terms & Conditions shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Mobile Deposit Service Terms & Conditions shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

z. Ownership & License. You agree that TB retains all ownership and proprietary rights in the Check Deposit Service, associated content, technology, and website(s). Your use of the Check Deposit Service is subject to and conditioned upon your complete compliance with the Mobile Deposit Service Terms & Conditions. Without limiting the effect of the foregoing, any breach of the Mobile Deposit Service Terms & Conditions immediately terminates your right to use the Check Deposit Service. Without limiting the restriction of the foregoing, you may not use the Check Deposit Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to TB's business interest, or (iii) to TB's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Check Deposit Service.

aa. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE CHECK DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE CHECK DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE CHECK DEPOSIT SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE CHECK DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE CHECK DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ALSO MAKE NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

bb. LIMITATION OF LIABILITY. YOU AGREE THAT IN NO EVENT SHALL TB OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY OR PUNITIVE DAMAGES, ACTIONS, LIABILITIES, COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE CHECK DEPOSIT SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS CHECK DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. YOU UNDERSTAND AND AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THE MOBILE DEPOSIT SERVICE TERMS & CONDITIONS OR USE OF THE CHECK DEPOSIT SERVICE.

cc. Indemnification. You understand and agree that you are required to indemnify our technology partners, including but not limited to, Digital Insight and Ensenta, and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Ensenta, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to TB's or your use of the Check Deposit Service, Ensenta or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Ensenta in bad faith. You understand and agree that this paragraph shall survive the termination of the Mobile Deposit Service Terms & Conditions or use of the Check Deposit Service.

dd. Canceling / terminating, amending, or suspension of the Check Deposit Service. Except as otherwise required by law, we may in our sole discretion change these terms, and modify, terminate or cancel the Check Deposit Service, at any time, and we are not obligated to notify you in advance. This may include adding new or different terms to, or removing terms from, the Mobile Deposit Service Terms & Conditions. When changes are made we will update the Mobile Deposit Service Terms & Conditions and provide the same to you a reasonable period of time on or before the effective date of any such changes to the Mobile Deposit Service Terms & Conditions, unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event the Mobile Deposit Service Terms & Conditions will be updated within a commercially reasonable period of time. You will be notified of changes to this Agreement that materially affect your rights. By continuing to use Check Deposit Service after such notice of any change, you accept and agree to be bound by any such change.

We may terminate or suspend all or any part of Check Deposit Service at any time, in our discretion, without notice to you, and without liability to you. The Mobile Deposit Service Terms & Conditions shall remain in effect unless terminated by us. Without limiting the foregoing, the Mobile Deposit Service Terms & Conditions may be terminated if you breach any term of the Mobile Deposit Service Terms & Conditions, if you use the Check Deposit Service for any unauthorized or illegal purposes or you use the Check Deposit Service in a manner inconsistent with the terms of this Agreement, or any other agreement with us. No termination of the Check Deposit Service or any part thereof will affect your liability or obligations under the Mobile Deposit Service Terms & Conditions or any agreement accruing prior to the date of termination

of any provisions of the Mobile Deposit Service Terms & Conditions or any agreement that, by their nature or by express provision, are intended to survive termination. When you use or allow others to use the Check Deposit Service, you confirm your agreement to abide and be bound by the Mobile Deposit Service Terms & Conditions, as in effect at that time. We may limit the types and number of accounts eligible for the Check Deposit Service at any time.

ee. Survival. The provisions of paragraphs k, l, s, u, w, x, z, aa, bb, cc, dd, and ee of these Mobile Deposit Service Terms & Conditions shall survive termination of the Agreement and/or termination of your use or access to Mobile Deposit Service.

20. **Security Interest / Right of Setoff.**

a. In consideration of any extension(s) of credit or other financial accommodation(s) now or hereafter given or continued by the Bank to you or any of you, and as security for the payment of all debts, obligations and liabilities (whether direct or indirect, several or joint, matured or unmatured, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, other expenses or any other amounts) which are now or hereafter owing to the Bank or any affiliate of the Bank by you or any of you (with or without other obligors) (all of such obligations and liabilities being the "Indebtedness"), you hereby assign transfer and pledge to the Bank all of the following, whether now or hereafter existing: (i) the accounts, deposits (whether general or special, including, without limitation, deposits owned jointly or by the entireties) and interest on said accounts / deposits, (ii) balances, credits, monies and items maintained with the Bank (or any affiliate thereof) by you or any of you, (iii) any and all other assets (including without limitation all notes, instruments, bonds and securities) held at the Bank (or any affiliate thereof) on behalf of you or any of you, and (iv) any and all proceeds of any of the foregoing (collectively hereinafter "Collateral").

b. Upon any default by you or any of you in the payment when due of any Indebtedness, the Bank or any of its affiliates is hereby authorized to setoff and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such Indebtedness pursuant to any applicable codification of Article 9 of the Uniform Commercial Code (or in any other manner authorized by law), all at such time or times, to such extent and in such order as the Bank in its sole discretion may elect. The lien, pledge, security interest and assignment made hereunder shall be irrevocable until such time as all Indebtedness (including any and every contingent obligation) is paid or otherwise discharged in full and the Bank (or its affiliate) is satisfied that no further Indebtedness shall thereafter arise.

c. In addition to any general banker's lien or right of setoff or similar right to which the Bank may be entitled by law, the Bank may, at any time and without prior notice to you (such notice being hereby expressly waived by you), combine or consolidate (i) all or any of the Indebtedness which are now or hereafter due and payable to the Bank or any affiliate of the Bank by you or any of you (with or without other obligors), together with (ii) all or any of the accounts or deposits (whether general or special, including without limitation deposits or other assets owned jointly or by the entireties), interest thereon, balances, credits monies and items maintained with the Bank by you or any of you (and any obligations of any other types owing by the Bank to you or any of you), thereby setting off and applying those assets of yours described in clause (ii) herein, in such order as the Bank may elect, against those obligations and liabilities of yours described in clause (i) herein. The rights of the Bank under this provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded the Bank by law or other

contract. The Bank shall not be liable for dishonoring items where such setoff results in insufficient funds in the account to honor items drawn on their account.

d. If the account is designated a joint account on the Signature Card or system of record, each depositor agrees that the Bank may setoff the entire amount in the account against the Indebtedness to the Bank of any depositor on the account, notwithstanding the interest of other depositors in the account. Each joint depositor agrees to hold the bank harmless and indemnify the Bank for any losses, expenses and costs, including attorney's fees, incurred by the Bank in enforcing the Agreement to be jointly and severally liable for overdrafts and to permit setoff of the account against one another's debts or liabilities to the Bank.

e. If, for any reason, the Bank is required to reimburse the Federal Government or any other payor for all or any portion of any payment deposited into the depositor's account through a direct deposit plan, depositor agrees that the Bank may, without prior notice to the depositor, deduct the amount to be returned from the depositor's account or from any other account the depositor has with the Bank, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank may have.

f. The rights described in this paragraph are in addition to and apart from any other rights, including any rights granted under any security interest that you may have granted the Bank.

21. **Stop Payment Orders. For electronic fund transfer stop payment orders.** The depositor must notify the Bank within three (3) Business Days before the scheduled date of the transfer and must complete the Bank's applicable affidavit. The depositor agrees to reimburse the Bank for all expenses and loss resulting from refusing payment pursuant to the depositor's order, or if by reason of such payment order checks or items drawn by the depositor is returned unpaid because of insufficient or uncollected funds.

    In accordance with the National Clearing House Association (NACHA) Operating Rules, stop payments can be placed on other transfers that include:

    - RCK – Resubmitted (bounced) check
    - POP – Point of Purchase check conversion
    - ARC – Accounts Receivable Check (conversion)
    - TEL – Telephone single authorization payment
    - WEB – Web (internet) single authorization payment

    If you have authorized a transfer from your account by telephone or via the Internet by providing information about your account number at this Bank, you may stop payment on any of these transfers by contacting us before the transfer is completed. We will require the exact dollar amount of the transfer and the name of the party to whom you gave the authorization. We may charge you for each stop payment order you give, consistent with the applicable *Disclosures & Schedule of Fees.*

22. **Limitation of Liability.** This Bank in no case shall be responsible for or be subject to any liabilities to depositor other than those imposed by law for its own lack of good faith to exercise ordinary care. The obligation to exercise ordinary care in the handling of cash and cash items, including stop payment requests, shall be measured by the standard of reasonableness, the procedures established for the transaction involved, and mere clerical error, inadvertence, or oversight without malice, or an honest mistake of judgment, shall not be or constitute as to any transaction, a failure to perform such obligations or to exercise ordinary care and in no case shall be deemed wrongful. The Bank shall

not be responsible or liable due to any other entity's (not under our direct control) acts or omissions, including without limitation, any Federal Reserve Bank, Clearing House, correspondent bank, or transmission or communication facility, and we shall not be liable to you for any failure, delay, omission, interruption or error with respect to the Bank's performance of any of its obligations under this Agreement or under any related account opening documentation or Signature Card, if the same results from any cause beyond the Bank's control, including, without limitation, power failures, equipment malfunctions, suspensions of payment by other financial institutions, labor disputes, bank moratoriums, currency restrictions, trading suspensions, acts of God, natural disasters, fire, adverse weather conditions, wars, civil commotions or disturbances, insurrections, acts of terrorism, legal compulsion, negligence of other financial institutions and any other actions or restrictions of any governmental, supervisory or monetary authorities or other third parties, or other circumstances beyond our reasonable control. **YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED DRAWER'S SIGNATURE OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

The Bank will not be liable for any losses resulting from circumstances over which we have no control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, operator errors, log-in sequences, war and other acts of hostility, severe weather, earthquakes, floods, hurricanes or other such events. You acknowledge that there are alternate methods for accessing the information, such as contacting us at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System. In the event you should experience problems in accessing Online Banking, you will attempt to access such information.

DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ANY THIRD PARTY VENDOR WE MAY USE MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. THE BANK AND OUR THIRD PARTY VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ACCOUNT AND THE ONLINE BANKING SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR THIRD PARTY VENDORS WARRANTS THAT THE ONLINE BANKING OR THE SERVICES PROVIDED THEREIN WILL BE TIMELY OR UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL MEET YOUR REQUIREMENTS OR THE WEBSITE IS FREE OF VIRUSES OR HARMFUL COMPONENTS. THE ONLINE BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

LIMITATION ON LIABILITY. IN NO EVENT WILL THE BANK OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY VENDORS BE LIABLE TO YOU FOR DAMAGES DUE TO OUR FAILURE TO COMPLETE AN ACH OR WIRE TRANSFER OR OTHER SERVICE. NEITHER THE BANK NOR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY VENDORS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF THE BANK IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR

INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE BANK, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR ANY THIRD PARTY VENDOR LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

In addition, the Bank will not be held liable for enforcing the requirements imposed by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), which may include blocking (freezing) your account or restricting access to those funds as it conducts required due diligence to ensure compliance with OFAC rules and regulations.

23. **Indemnification of Bank.** You agree to indemnify and hold the Bank, its affiliates, and each of their respective directors, officers, employees and agents (each of the foregoing, including the Bank and its affiliates, being an "Indemnified Party") harmless from any and all losses, claims, demands, causes of action, liabilities, damages, costs, interest, fines, penalties, and expenses (including without limitation any attorneys', Certified Public Accountant, or any other professional fees, whether incurred at trial, on appeal or without litigation) which may at any time or times be imposed upon, incurred or suffered by, or asserted against such Indemnified Party in connection with any acts, omissions or circumstances arising out of or relating to this Agreement, or any breach of this Agreement by you, or the presentation, payment or dishonor of any item drawn on any account of yours, or the acceptance of any item for deposit in any such account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Indemnified Party). Even if liability is established for actual damages, consistent with Section I, paragraph 22, **IN NO EVENT SHALL ANY INDEMNIFIED PARTY OR YOU BE LIABLE TO ONE ANOTHER FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT, EVEN IF YOU OR AN INDEMNIFIED PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW.** The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature, and description whether arising from breach of contract, breach of warranty, negligence or other tort, and shall survive the termination of this Agreement.

24. **Dispute Resolution.**

PLEASE READ THIS PROVISION OF THE AGREEMENT. THIS PARAGRAPH CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNT, AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CLAIMS OR DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION IS FINAL AND BINDING ON THE PARTIES.

a. **What does "claim and/or dispute" mean?** The term "claim" or "dispute" means any controversy (whether under a statute, in contract, tort (including intentional tort), fraud agency, negligence, statutory or regulatory provisions, or any other source of law and whether for money damages, penalties or declaratory or equitable relief) by either you or the Bank against the other, or against the employees or agents of the other, arising from or relating in any way to this Agreement (including any renewals, extensions or modifications) or the deposit relationship between us.

b. **Claims / Disputes on Your Account.** Except with respect to claims or disputes described

in paragraph (c) below, the depositor and the Bank acknowledge and agree that all claims / disputes arising from or relating to this Agreement are subject to binding arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. A party seeking arbitration shall submit written notice of its request for arbitration to the other party, setting forth the specifics of the claim being made. The parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Miami-Dade County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The arbitration and this provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ I et seq. (the "FAA"). The arbitration shall be conducted by a single arbitrator appointed in accordance with the rules of the AAA. The arbitrator, sitting alone without a jury, will decide questions of law and fact and will resolve the dispute or claim. This includes the applicability of this paragraph and the validity of this Agreement, except that the arbitrator may not decide or resolve any claim / dispute challenging the validity of the class action and jury trial waiver. The validity of the class action and jury trial waiver will be decided only by a court. The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. Arbitrations will be governed by the rules of the AAA to the extent those rules do not conflict with this paragraph. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. The award of the arbitrator shall be in writing and state the reasons for the award. Judgment on the award rendered may be entered in any state or federal court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA or under this Agreement.

After a decision is given by an arbitrator, and where the amount of the claim exceeds $200,000, either you or the Bank can appeal the arbitrator's decision to another arbitrator. If the amount of the claim exceeds $1,000,000, either you or the Bank can appeal the arbitrator's decision to a panel of three arbitrators. No decision may be appealed under this paragraph unless the arbitrator that heard the matter first makes a finding that the claim could reasonably have exceeded either $200,000 or $1,000,000. Any arbitrator who hears an appeal under this paragraph will be selected according to the rules of the AAA.

c. **Exception to Arbitration.** Claims or disputes filed by you or by the Bank individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim of relief. The parties agree that any such small claims court actions must be commenced only in a court of competent subject-matter jurisdiction in Miami-Dade County, Florida, and the parties hereby waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding.

d. **Provisional Remedies.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right to setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court having appropriate jurisdiction; provided, however, that we may, at our sole discretion, elect to arbitrate any dispute related to such provisional remedies.

e. **CLASS ACTION AND JURY TRIAL WAIVER. YOU AND THE BANK AGREE AND UNDERSTAND: (1) THAT YOU AND THE BANK ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THAT PARAGRAPH PRECLUDES YOU AND THE BANK FROM**

PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT AND PERFORM HEREUNDER. THIS PROVISION IS REFERRED TO BELOW AS THE "CLASS ACTION AND JURY TRIAL WAIVER".

f. **Limitation and Non-Severability.** Notwithstanding anything to the contrary in paragraph, you and the Bank both acknowledge and agree that the validity and effect of the *Class Action and Jury Trial Waiver* may be determined only by a court and not by an arbitrator. You and the Bank acknowledge and agree that the *Class Action and Jury Trial Waiver* is material and essential to the arbitration of any disputes between you and the Bank and is nonseverable from the agreement to arbitrate claims. If the Class Action and Jury Trial Waiver is limited, voided or found unenforceable, then the agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding and paragraph; will be read as if the provisions regarding arbitration were not present. You and the Bank both have the right to appeal the limitation or invalidation of the Class Action and Jury Trial Waiver. You and the Bank acknowledge and agree that under no circumstances will a class action be arbitrated.

g. **Prevailing Party.** The prevailing party in any arbitration initiated pursuant to paragraph shall be entitled to recover its reasonable legal fees and expenses of the arbitration and the arbitrator shall be authorized to issue an award for such fees and expenses.

h. **Jurisdiction and Venue.** Subject to the arbitration provisions in this Agreement, to the extent that any legal action is commenced with respect to the enforcement of an arbitration award under this Agreement, or in the event that either you or Bank commences legal action that is not subject to arbitration seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement, the parties (i) agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Miami-Dade, Florida; (ii) consent to venue and personal jurisdiction in such a court; and (iii) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding. The parties further (a) agree that process in any such suit, action, or proceeding may be served by mailing a copy thereof by certified mail, return receipt requested, to the other party at the address set forth in the account records and for the Bank: TotalBank, Attn: Legal Department, 100 SE 2nd Street, 19th Floor, Miami, Florida 33131, and (b) waive any defense of insufficiency of service of such process.

25. **Source of Funds / Compliance with Law.** You understand and acknowledge that the Bank is required under applicable law and its own policies and procedures to take steps to combat the use of the Bank's products, services and facilities in furtherance of money laundering and other illegal activities. The depositor represents, warrants and covenants that all funds now or hereafter deposited in an account shall have a lawful source, and that the depositor shall not conduct or initiate any transaction in or through the account or the Bank that is unlawful under the laws of the United States, the State of Florida or any other jurisdiction the laws of which are applicable to such transaction. You agree not to violate the laws of the United States or any foreign jurisdiction, including without limitation, the economic sanctions administered by the U.S. Treasury's OFAC, through the use of the account. You agree to comply with all applicable law. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law, U.S. or otherwise. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter and you agree to hold the Bank harmless consistent with the provisions of this Agreement.

26. **Miscellaneous Terms and Conditions.**

a. **Governing Law.** Without giving effect to the principles of comity or conflicts of law thereof, the validity, interpretation, performance and enforcement of this Agreement shall be governed by and interpreted according to federal law and the laws of the State of Florida. If state and federal law are inconsistent, or if the state law is preempted by federal law, federal law governs.

b. **Conflicts Involving the Account.** If we receive an actual or potential claim from a third party regarding your account, any deposit, transfer, debit, credit or other transaction involving your account, or conflicting instructions or claims from authorized signers, you hereby grant to us full discretion to freeze your account and not honor any further transactions until the claim is resolved, or we may, at our discretion, choose not to pay out any money from your account until we receive consistent instructions from all parties or a court order, all without liability to you. We may also, without liability to you, close the account and issue a check made payable to you and each authorized signer or you and each claimant, as we deem necessary, or we may interplead the funds into court. You agree to reimburse us for any loss, costs or expenses including, without limitation, attorneys' reasonable fees and the costs of litigation (to the extent permitted by law) that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you. This obligation includes any dispute between you and us involving the account and situations where we become involved in any dispute between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes any situation where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

c. **"Business Day".** For purposes of this Agreement, a "business day" means any day that is not a Saturday, a Sunday or other day on which commercial banks are required or authorized to be closed under applicable Federal or State law.

d. **Notices.** Written notices sent to the Bank shall not be effective until actual receipt. Written notice given to the depositor shall be effective when emailed to the email address shown on statement. You agree that the Bank may send you by e-mail any information that it may have sent via regular mail, for example: notices, alerts, changes in terms of Agreement, etc.

e. **Amendments and Alterations to this Agreement.** The Bank in its sole discretion may amend or alter the terms and conditions of this Agreement, from time to time, by providing notice via email or by delivering by other authorized method (e.g., posting on our Internet page with notice to you, etc.), which shall become effective thirty (30) calendar days later. However, interest rates and the earnings credit rate are subject to change at any time at our sole discretion. Notice of such changes will be reflected on our Internet page or your bank statement. You are free to terminate your relationship with us if you do not agree with any change. If you continue to use your account, all changed / modified terms will apply, they shall apply whether the issue arose in the past or in the future. Any attempted alteration or modification of this Agreement or the terms and conditions of your account shall not be effective unless and until agreed to in writing by TB.

f. **Changes to Your Account.** You must notify us of any change to your name or address. If you do not provide notice of change of address, we may send notices, statements and other

correspondence to you at the address maintained on our records for your account and you agree to indemnify us and hold us harmless for doing so. You agree to notify us in writing of any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent. If there is more than one owner and/or authorized signer on the account, any one account holder or authorized signer may request the account be closed without consent of any other account holder or authorized signer. Further, any one account holder may request, and we may, at our option, permit removal of any account holder or authorized signer without consent of any other account holder or authorized signer on the account. You acknowledge that we may, but need not, require a new Signature Card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a Taxpayer Identification Number certification(s). You also acknowledge that we may require you to close your account in the event of any change in ownership or change in the authorized signers. After we receive notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change in your account.

g. **Currency Transaction Reporting ("CTRs").** The Bank is required by 31 CFR Chapter X (formerly 31 CFR 103) to report certain transactions to the Federal Government. The depositor agrees to provide all information required, including, but not limited to, the presentation of identification of the conductor(s) of any such transaction and the identification of the beneficial owners of any account affected by reportable transactions, including attorney trust accounts, to satisfy these reporting requirements. Agents or employees of the depositor are also bound by these requirements. The Bank reserves the right to refuse any reportable transaction, if the depositor, any agent of the depositor, or employee of the depositor does not provide sufficient information for the Bank to fulfill the reporting obligations of 31 CFR Chapter X (formerly 31 CFR 103). Customers who structure or appear to structure transactions in a manner so as to cause or attempt to cause the Bank to fail to file reports required under 31 CFR Chapter 1010.311 - 1010.315 (formerly 31 CFR 103.22) or which may contain material omissions or statements of fact, may have their account closed.

h. **Unlawful Internet Gambling.** In accordance with Regulation GG (promulgated pursuant to the Unlawful Internet Gambling Enforcement Act of 2006), you agree that by establishing an account with the Bank, you certify that: (i) you shall not conduct "restricted transactions" (as defined below) through any Bank account, (ii) you do not engage in unlawful internet gambling, and (iii) you agree to be bound by the terms of this Agreement. A "restricted transaction" is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with any person engaged in the business of betting or wagering or in participation with another person involving unlawful internet gambling. You acknowledge that the Bank may reject transactions we reasonably believe are tied to unlawful Internet gambling and, in addition, to restricting such transactions, the Bank in its sole discretion may elect to close any such account for which it has reasonable belief of such activity. You agree to hold us harmless with regard to any such actions conducted in good faith.

i. **Privacy.** We will not reveal your information to any external organization unless we have previously informed you in disclosures or agreements, have been authorized by you, or are required by law. For complete information regarding our privacy practices, please refer to our consumer *Privacy Policy.*

j. **Power of Attorney.** If the depositor wishes to name another person to act as their attorney in fact or agent in connection with their account, the Bank must approve the form of appointment. All revocations must be submitted in writing and will not be effective until the Bank has had a

reasonable time to process request.

k. **Attachments and Legal Process.** If legal action such as a tax levy, attachment, garnishment, writ of execution or similar legal process is brought against you or your account, the Bank may be required to pay all or a portion of your account to another party and/or may refuse to pay out any money from your account. In such event, the Bank will not be liable to you for complying with such levy, attachment, garnishment, writ or other legal process, even if paying the funds from the account leaves insufficient funds to pay an item you have written. The Bank may also charge your account the applicable fee set forth in the applicable *Disclosures & Schedule of Fees*. If the Bank incurs any expenses, fees or other costs, including, but not limited to, attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, in responding to the levy, attachment, garnishment, writ of execution or similar legal process that is not otherwise reimbursed, the Bank may charge or collect such expenses, fees or other costs from your account without prior notice to you. Any tax levy, attachment, garnishment, writ of execution or similar legal process is subject to the Bank's right of setoff and security interest.

   The Bank may also charge your account the applicable fee set forth in the applicable *Disclosures & Schedule of Fees* for records and research provided on your account in response to a valid request by you or another account owner or person or entity having a legal interest in your account that the Bank perform research or produce records. Similarly, the Bank may also charge your account the applicable fee set forth in the applicable *Disclosures & Schedule of Fees* for records and research provided on the account in response to a summons, subpoena, or other court or governmental agency order or requirement that the Bank perform research or produce records. You agree that the Bank has no duty to challenge or otherwise defend the adequacy or propriety of any legal process served on the Bank.

l. **Death or Incompetence.** You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis. If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor, and unless and until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax or similar tax under the federal law of the United States or under any other applicable law of any jurisdiction. If a deposit, including salary, pension, Social Security and Supplemental Security Income, payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

m. **Inactive / Dormant Accounts.**
   1. If you do not make any deposits or withdrawals from your account (passive ACH debits and credits are not deemed transactions, examples include, but are not limited to Social Security payments, Veterans payments, established automated payments of third parties through ACH, etc.), fail to log into your account, or you fail to maintain contact with the Bank (e.g., return of mail to the last known address for the account, etc.) your account will be deemed dormant after eighteen (18) months of inactivity for money market accounts and five (5)

years from the 1st renewal for CDs, if no activity (meaning deposit, withdrawal, other accounts, logging in, etc.) on the account has taken place. Based on the foregoing, your account will be classified as dormant and will remain classified as dormant until you make a deposit or withdrawal or otherwise notify the Bank of your interest in the account. You may be required to sign a form to return your account to active status. After a specified period of time, if the customer has not responded to the Bank's dormancy notifications, the accounts will be considered "abandoned" and will be escheated in accordance with the State of Florida Statutes (see *"Escheatment"* below). We will not charge a fee for dormant accounts. Refer to the Bank's current applicable *Disclosures & Schedule of Fees* for related charges. If the balance in your account reaches zero (0) after the assessment of service fees, the Bank may close your account.

2. Escheatment. Under applicable state law, any account which has not had activity for a certain period is deemed to be escheatable. Any and all funds in your account that are determined to be escheatable will be withdrawn and paid to the applicable government entity. An escheat fee may be deducted from your account prior to payment being made to the state. The Bank is relieved from all responsibility to any party if your account is escheated.

n. **Counterparts.** This Agreement or any agreement entered into with the Bank relating to a deposit product or service may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that an executed facsimile (fax) or electronically transmitted copy of this Agreement (e.g., scanned image) or any agreement entered into with the Bank relating to an account or service (in counterparts or otherwise) shall be sufficient to bind the parties to the terms and conditions of this Agreement or the specific product or service and said copies shall be considered for all purposes as originals.

o. **Construction.** Any ambiguity in this Agreement shall not be construed against the Bank and shall be construed equally against each party.

p. **Gender, Singular and Plural.** Any references in this agreement to gender include masculine, feminine and neutral party, unless otherwise indicated by the context. Any singular references include the plural and any plural references include the singular.

q. **Headings.** Any heading in this Agreement is for convenience of reference only and does not constitute a part hereof or thereof.

r. **E-mail Security.** Customers should not use unencrypted e-mail to send confidential information, such as social security numbers, account numbers, etc., to the Bank as these are not secure.

s. **Enforcement of Rights.** No delay or omission on the part of the Bank in the enforcement or exercise of any of its rights in connection with an account shall operate as a waiver of such rights, nor shall same prejudice the Bank in the later enforcement or exercise of such rights or any other of its rights.

t. **Severability.** Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of any of the obligations under the Agreement would result in violation of applicable law, this Agreement shall be deemed amended to the extent necessary to comply

therewith.

u. **Click-Through Consent.** You understand and agree that when you click on an "I agree" or similarly worded entry field, your agreement or consent will be legally binding and enforceable as the legal equivalent of a handwritten signature.

v. **Signatures Received via Facsimile (Fax) or Scanned Images.** If Customer faxes or e-mails any scanned document to the Bank signed, Customer agrees that it was its intention that: (i) Customer's fax/scanned signature is an electronic signature under applicable federal and state law; (ii) the fax/scan be an original document; (iii) Customer intends on conducting business with the Bank by electronic records, electronic contracts, and electronic signatures; and (iv) Customer's consent under (iii) to be electronically given under applicable federal and state law.

w. **Equipment and Software Requirements.** You are responsible for obtaining, maintaining, and operating your own equipment used to access and perform Online Banking services. We will not be responsible for any failure or errors resulting from the malfunction of your equipment. We support non-beta versions of browsers and platforms for accessing the Online Banking Services via our website as outlined in the "ESIGN Acceptance / Consent to Use Electronic Records and Signatures," which is available through our Online Banking or via our website.

Your hardware and software must meet the minimum requirements necessary to access Online Banking. Such minimum requirements can be found by clicking on the "Test your browser" link on the login page for Online Banking and are subject to change/updates from time to time at the Bank's sole discretion.

x. **Third Party Account Aggregation Services.** If the customer contracts to use a third-party account aggregation service (e.g. Full View, from Fidelity Investments), the customer shall assume the responsibility for any use of their access devices, personal identification codes, and/or passwords by such third parties. Any inquiries and transactions made by such services shall be deemed as transactions authorized by the customer.

y. **Consent to Emails and Automated Text Messages.** By establishing an Account, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.

- The Bank or your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us.

- To cancel text messaging from us, login into our Online Banking and turn the established

alert text messages off or contact TotalBank Support Team at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System for assistance.

z. **Recording and Monitoring.** You agree that we may tape record, monitor or create a digital record of any conversation or electronic correspondence you have with us regarding your account. However, we are not obligated to do so and may choose not to at our sole discretion.

aa. **Records.** We may, at our option, retain records in any form including, without limitation, paper, film, fiche, digitized or other electronic medium. Unless prohibited by law, if we are unable to produce your original Signature Card or any other document relating to your account or service or a copy of such document(s), our records, including, without limit, electronic records, shall be deemed to be conclusive. The parties further agree that our imaged copies (including scanned images) of any account documents or related documents (e.g., Signature Cards, customer written instructions, system / services specific agreements, canned email communications, scanned letters, etc.) shall be deemed for all purposes originals. Unless prohibited by law, if there is a discrepancy between your records and the Bank's records, the Bank's records shall be deemed to be conclusive.

bb. **Force Majeure.** Neither party shall be liable for the non-performance hereunder to the extent such performance is prevented by any of the following: fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, government restriction(s), act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control ("Force Majeure Event"). Each party's obligation to perform timely shall be excused to the extent such performance is prevented by a Force Majeure Event.

cc. **Waiver of Rights.** We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers or to enforce any of our rights with respect to later transactions with you and you agree such actions by us are not sufficient to modify the terms and conditions of this Agreement.

dd. **Contact by TB or Affiliated Parties.** No Bank employee, nor any company affiliated with the Bank will contact you via email or phone requesting your credentials, online ID, or online passcode. If you are contacted by anyone requesting this information, please contact us immediately.

ee. **International Use.** We do not make any representation that any content or use of online banking is appropriate or available for use in locations outside of the United States and accessing the service from territories where its contents or use is illegal and is prohibited by law. Those who choose to access the service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

ff. **Entire Agreement.** This Agreement and the documents to which it refers constitute your and our entire agreement and understanding and supersede all prior agreements and understandings.

gg. **Binding Agreement; Restriction on Assignability.** This Agreement shall be binding upon you, your heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, your rights and obligations under this Agreement shall not be assignable by you without the prior written consent of the Bank, and any purported assignment of the same without such prior written consent shall be null and void.

hh. **How to Contact Us.** If you have any questions regarding this Agreement or your account, please do not hesitate to contact us as follows:

- Emailing us at contactus@totalbank.com
- Calling us at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm Eastern Time, except for holidays observes by the Federal Reserve System; or
- You may write to us at:

TotalBank
c/o City National Bank
P.O. Box 524470
Miami, Florida 33152-4470

ii. **Survival.** Upon the termination of this Agreement for any reason, the following paragraphs of Section I shall survive: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 17, 20, 21, 22, 23, 24, 25, and 26; all of Section II.

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27. **WIRE TRANSFERS AND AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS**

The Bank does not offer outgoing wire transfer services. It does offer incoming wire services. The Bank offers both incoming and outgoing ACH transfer services and these provisions apply. These rules do not apply to transactions governed by the Electronic Fund Transfers Act or transfers by check, draft, or other written item. Generally, it is required that you contract with the Bank to conduct electronic fund transfers. If you have entered into such a contract with the Bank for electronic funds transfer services, the provisions set forth below should be considered a supplement to that agreement and do not nullify any terms of that agreement. In addition, applicable payment orders are subject to Article 4A of the Uniform Commercial Code as adopted by the State of Florida. Fees applicable to electronic transfers of funds are detailed in the *Disclosures & Schedule of Fees*, which is applicable to your account. Lastly, with respect to ACH transactions you have authorized, you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and any local ACH operating rules then in effect.

1. **Internal / MyMoney Transfers.**
   a. General Terms Applicable to Internal / MyMoney Transfers. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds internally among eligible accounts (Internal Transfer), or to or from an eligible TB account and an external account using MyMoney transfers (i.e., External Transfers). When you initiate or request a transfer of funds from a TB account or an eligible account held by you at institutions other than TB and registered for MyMoney Transfers ("Customer External Account"), you authorize us to charge such account in the amount of the transfer, and you agree to have sufficient funds or available credit in such account on the Transfer Initiation Date for each such transfer you schedule until the transfer is completed or cancelled. The Transfer Initiation Date is the day we will initiate the delivery process for an External Transfer and, with respect to a transfer from an External Account, the date the transfer request is sent to the institution holding the External Account. If there are insufficient funds (or available credit) to cover any such transfer, we will not retry the transaction and the transfer will be immediately rejected. In addition, there:

      i. Is no fee for an Internal transfer or the receipt of an External Transfer to a TB account;

ii. Any applicable fee will be displayed prior to execution of any transaction and will require your acceptance; and

iii. Notwithstanding the foregoing, if we process an Internal / MyMoney Transfer in accordance with your Instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of this Agreement or applicable *Disclosure & Schedule of Fees*. If we process a MyMoney Transfer transfer in accordance with your Instructions that overdraws your External Account, the financial institution holding such External Account may assess fees or charge interest for any such overdraft. We will not be liable for failure to pay any request for an outgoing External Transfer unless it is drawn against available funds credited to the designated TB account. Fees are subject to change from time to time upon notice to you as may be required by law.

b. Special Limitations on Internal / MyMoney Transfers. Withdrawals or transfers out of your savings account, including any money market accounts, are limited by our Terms & Conditions.

c. **Internal Transfers.** Internal Transfers can be used to transfer funds between eligible TB accounts. In addition, the following items are important regarding Internal Transfers:

i. You may make Internal Transfers up to (i) your available balance in any TB account plus any amount in your overdraft protection account.

ii. Transfers between deposit accounts held with the Bank. If you schedule/initiate instructions to us before the Cut-Off Time for an Internal Transfer between deposit accounts held with the Bank, scheduled on the same Business Day, it will be processed and the transferred funds will be available the same day. Such Internal Transfer cannot be cancelled. Funds transferred to deposit accounts held with the Bank and made after the Cut-Off Time or on a non-Business Day will be available for immediate online payments and transfers; however, the funds will not be available to cover off-line payments drawn on your account until the next Business Day. Recurring transfers will be paid on the same calendar day of each transfer period, or on the prior Business Day. Internal / MyMoney Transfers that are Recurring Transactions will be paid on the same calendar day of each transfer period or on the prior Business Day if the Send on / Send date falls on a non-Business Day.

d. **External Transfers.** External Transfers are handled through our fully interactive on-line money movement service called MyMoney Transfers (the "Online Money Movement Service"), where you may transfer funds to / from an eligible TB account to any Customer External Account, assuming, of course, that the transfer is permitted by your financial institution and by law.

Please take a few minutes to read this section **1.d. which constitutes the Online Money Movement Service Terms & Conditions** (referred to throughout as the "**Online Money Movement T&Cs**"). Any reference to we, our, Bank or TB in the Online Money Movement T&Cs includes any directors, officers, employees, contractors, service providers, agents or licensees of the Bank.

i. Acceptance of Terms. The Online Money Movement T&Cs sets out the terms and conditions on which our service provider and the Bank will provide and you may use the Online Money Movement Service and forms part of a legally binding agreement between you and the Bank. When you click on MyMoney Transfers for the first time, you are required to read and accept, as follows: click the "Sign up now" for MyMoney Transfer, "Click to indicate your acceptance of the Terms of Service", and "I agree to pay any applicable fees that may be applied for the use of this Service" to accept the Online Money Movement T&Cs. Your use of either Service may be declined or limited by our service provider and/or the Bank based on specific criteria. If you do not agree to all of the Online Money Movement T&Cs, do not accept the Online Money

Movement T&Cs. If you do not accept and agree to all of the Online Money Movement T&Cs, you will not be entitled to use the Online Money Movement Service. The Online Money Movement T&Cs shall take effect immediately upon the acceptance, as provided above, for the Online Money Movement Service by us. The Bank reserves the right to change the Online Money Movement Service T&Cs under which the Online Money Movement Service is offered in its sole discretion at any time; however, the Bank will notify you of any material change to the Online Money Movement Service T&Cs. In most cases, you will receive the notice on-line the next time you log in; however, the Bank reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Online Money Movement Service after we notify you of any change, you thereby accept the changes to the Online Money Movement Service T&Cs and agree to be bound by them, as amended. If you do not accept and agree to the changes to the Online Money Movement Service T&Cs, you will not be entitled to use the Online Money Movement Service. You can review, download and print the most current version of the Online Money Movement Service T&Cs by clicking on Terms of Service link. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Online Money Movement Service, you can unsubscribe by contacting the Bank. Once your account with the Bank has terminated for any reason, you will have no further right or access to use the Online Money Movement Service. To use the Online Money Movement Service, you must be at least eighteen (18) years old and be a resident of the United States.

ii. Information Authorization. By agreeing to Online Money Movement Service T&Cs, as provided above, you authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. The Bank and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Online Banking Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Online Money Movement Service based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the Online Money Movement Service, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report, at any time by contacting us, as provided in section 26 of Part I of this Agreement.

In addition to obtaining a consumer report, the Bank and our service provider reserves the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using our Online Money Movement Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the OFAC.

Once you are approved for the Online Money Movement Service, we may verify your External Account(s) that you add to the Service from time to time. You authorize us to validate the External Account(s) through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the External Account(s). The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your External Account(s) will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your External Account(s) to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify External Account(s) through requiring the entry of

information you ordinarily use to access the External Account(s) provider's website, or by requiring you to submit proof of ownership of the External Account(s).

iii. The only TB accounts that are eligible for External Transfers are personal money market accounts. Business accounts are not eligible. Other financial institutions may have restrictions regarding transfers into and out of various account types. We are not responsible for any costs or losses arising out of transfers that are not permitted by another financial institution. Please refer to your other financial institution's terms and conditions related to incoming and outgoing transfers.

You may request or initiate an External Transfer from your TB account of an amount no greater than the available balance of such TB account, plus any amount in your overdraft protection account, if applicable.

iv. MyMoney Transfers™. MyMoney Transfers can be used to transfer funds between an eligible TB account and a Customer External Account. You may add up to five (5) Customer External Accounts for transfers through MyMoney Transfers. A Customer External Account may not be identified as a Customer External Account by more than two TB customers using MyMoney Transfers. We reserve the right to change these limitations at any time without prior notice to you. MyMoney Transfers limits, per transfer, daily and monthly, for transfer To and From TB can be found by clicking on the blue information icon next to the "Amount($)*" section under Transfer Funds tab. There are fees applicable to certain transfer with MyMoney Transfers. Applicable fees related to any particular transfer will be disclosed to you prior to submitting any such request. The schedule of fees for MyMoney Transfers can be found by clicking on the blue information icon adjacent to "Delivered by [date] for a $... Fee".

v. Cut-off and Enhanced Deliver Options. Transfers between a TB Account and an External Account that we receive by the cut-off time on any Business Day will begin processing on the same day. We will provide you with our cut-off times upon request. Transfers to an External Account will be deducted from the TB account you designate in your Instructions on the Business Day following the Transfer Initiation Date. Transfers from an External Account are subject to the processing times of the financial institution holding the External Account. The Transfer Initiation Date for a transfer from an External Account will be the same day we receive Instructions from you if they are received by the cut-off time on a Business Day, and if not, then the following Business Day. You may cancel your Instructions for an External Transfer at any time before the cut-off time on the Transfer Initiation Date.

vi. User Content. Subject to the Bank's Privacy Policy, you agree that Bank may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to the Bank for the purpose of providing the Online Money Movement Service, and you hereby give the Bank a license to do so. By submitting Content, you represent that you have the right to license such Content to the Bank for the purposes set forth in the Online Money Movement Service T&Cs.

vii. External Account(s). You understand that in order to complete fund transfers, it is necessary for the Bank and our service provider to access the websites and databases of your other institutions where you hold External Account(s), as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Online Money Movement Service, you represent and warrant to us that you have the right to authorize and permit us to access your External Account(s) to effect such funds transfers or for any other purpose authorized by the Online Money Movement Service T&Cs, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You

warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit the Bank and our service provider to use information submitted by you to accomplish these purposes and to configure the Online Money Movement Service to be compatible with the External Account(s).

For as long as you are using the Online Money Movement Service, you give to the Bank and our service provider a limited power of attorney and appoint the Bank and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the External Account(s), effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to External Account(s), as fully to all intents and purposes as you might or could in person. Once the Bank and/or our service provider has actual knowledge that you wish to cease using the Online Money Movement Service as provided in the Online Money Movement Service T&Cs or as otherwise permitted thereby and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Bank and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each External Account(s) provider is independent of the Bank and your use of the Online Money Movement Service. The Bank will not be responsible for any acts or omissions by the financial institution or other provider of any External Account(s), including without limitation any modification, interruption or discontinuance of any External Account(s) by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S EXTERNAL ACCOUNT(S), THE BANK AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE EXTERNAL ACCOUNT(S); (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE EXTERNAL ACCOUNT(S) IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNT(S); (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNT(S) AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNT(S).

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

viii. Electronic Communications.

a) General Consent; Categories of Records. The Online Money Movement Service is an electronic, Internet based-service. Therefore, you understand and agree that the Online Money Movement Service T&Cs will be entered into electronically, and that the following Communications may be provided by electronic means:

- The Online Money Movement Service T&Cs and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Online Money Movement Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Online Money Movement Service, including without limitation those required by federal or state law.
- Any other Communication related to the Online Money Movement Service.

Although the Bank reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing". You should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive the Online Money Movement Service T&Cs or the Communications electronically, you may not use the Online Money Movement Service.

b) How to Withdraw Consent. If you have registered for the Online Money Movement Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Online Money Movement Service cancellation policies) and stop using the Online Money Movement Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Online Money Movement Service cancellation policies).

c) How to Update Your Records. You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by going to the primary page for MyMoney Transfers and going to the Settings or Preferences tab.

d) Delivery of Electronic Communications. Communications may be posted on the pages of the Online Money Movement Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when the Bank or our service provider sends it to you, whether or not you received the e-mail. If the Communication is posted on the Online Money Movement Service, then it will be deemed to have been received by you no later than five (5) business days after the Bank or our service provider posts the Communication on the pages of the Online Money Movement Service, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by the Bank's or service provider's e-mail server to the appropriate e-mail address. An electronic Communication made by posting to the pages of the Online Money Movement Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

e) Hardware and Software Requirements. See section 26 in Part I of this Agreement for the minimum requirements.

f) Privacy Policy and Confidentiality. We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Online Money Movement Service, we must obtain from you certain personal information about you, your Account(s), and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our privacy policy by clicking on "Privacy" in Online Banking.

g) In the Event of Unauthorized MyMoney Transfer. If you believe any form of the Valid Codes has been compromised, lost or stolen, or that someone has transferred or may transfer money from your Account(s) without your permission, contact us through Online Banking or in any other matter provided for in the section 26 of Part I of this Agreement. "Valid Codes" means individually or collectively, Usernames, Passwords, OTP, SMS Text, Telephone (i.e., inter-active voice message), Token, Authenticator, and Biometric Authentication used to access and authenticate Customer's login to Online Banking and /or to verify payment orders / transactions.

h) Consumer Liability. You agree to notify us AT ONCE if you believe your password has been lost or stolen. Telephoning us promptly is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your account. All information related to your liability can be found in Section 1 paragraph e of Part II of this Agreement titled *Consumer Liability.*

i) Business Days. The Service will process requests for transfers on Business Days.

ix. MyMoney Transfer Limitations.

a) Some of these services may not be available at all times. We may from time to time make available additional or new features to the Online Money Movement Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to affect any funds transfers from your Accounts. We may at any time decline to effect any funds transfer that we believe may violate applicable law.

b) Frequency of MyMoney Transfers. We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Online Money Movement Service.

c) Dollar Amount of MyMoney Transfers. You may not make funds transfers in excess of limits described on the Online Money Movement Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using Online Money Movement Service. Without limiting the foregoing, in the event that your use of the Online Money Movement Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of Online Money Movement (i.e., MyMoney Transfers)" below), you understand and agree that your use of the Online Money Movement Service

thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

d) Transfers subject to the Rules of the Accounts. Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

e) Rejection of MyMoney Transfers. We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

f) In accordance with NACHA Rules, any credit to your TB account or your External Account shall be provisional until such credit has been finally settled by us or the third party institution that holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the TB account or External Account (as applicable) or any other of your accounts or claim a refund from you.

x. Authorization. You authorize us to select any means to execute your funds transfer instructions. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You understand that to effect your funds transfer instruction we may utilize ACH, using applicable NACHA Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our 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), our service provider will credit your or the Recipients Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the Online Money Movement Service within the scope of this Agreement. 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, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in 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.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. The Bank will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize the Bank to debit your account in the amount indicated.

In the event that a debit to any of your 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 we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting

any such transfer or transfers to the applicable Account in accordance with this Agreement (see "Documentation," below).

If you have requested for a funds transfer to a Recipient, you must provide us with a true, correct, current email address for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer.

xi. Suspension and Reinstatement of Online Money Movement (i.e., MyMoney Transfers). In the event that we at any time incur a problem with your use of the Online Money Movement Service, including without limitation a fail in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Online Money Movement Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of Online Money Movement Service by contacting us using any of the methods provided for under this Agreement. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Online Money Movement Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Online Money Movement Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Online Money Movement Service, the Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers" above).

xii. Documentation. You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab within MyMoney Transfers. If a transfer could not be completed, the Bank and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

xiii. Your Responsibility for Errors. You understand that we must rely on the information provided by you and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

xiv. Error Reporting and Claims. In case of errors or questions about your funds transfers, contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the History tab. We must hear from you within 60

days after we FIRST posted the transfer to your statement. Please see section 1 paragraph e of Part II of this Agreement titled *Consumer Liability* for the rules related to consumer and business customer's error and claims reporting.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

xv. Proprietary Rights. You acknowledge and agree that the Bank and/or our service provider owns all rights in and to the Online Money Movement Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Bank and/or our service provider's Online Money Movement Service or any of the Bank and/or our service provider's services or technology.

xvi. Service Changes and Discontinuation. We may modify or discontinue the Online Money Movement Service or your Account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Online Money Movement Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms or the rights of the Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Online Money Movement Service. We reserve the right to charge a fee for the use of the Online Money Movement Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Online Money Movement Service.

You may terminate your Account(s) with the Bank at any time by contacting us. Once your Account(s) with the Bank has terminated for any reason, you will have no further right or access to use the Online Money Movement Service.

xvii. Security Procedures for MyMoney Transfers Services. CUSTOMER AND BANK ACKNOWLEDGE THE IMPORTANCE OF THE SECURITY PROCEDURES OUTLINED IN THIS SECTION. CUSTOMER AGREES THE SECURITY PROCEDURES ARE COMMERCIALLY REASONABLE, IN LIGHT OF CUSTOMER'S CIRCUMSTANCES AND TYPE, VALUE AND FREQUENCY OF TRANSFERS INITIATED OR TO BE INITIATED, AND NO SPECIAL CIRCUMSTANCES EXISTS WITH RESPECT TO CUSTOMER THAT WOULD REQUIRE ANY OTHER SECURITY PROCEDURE(S). ANY SUCH SPECIAL CIRCUMSTANCES MUST BE ADDRESSED AS PROVIDED BELOW IN THE APPLICABLE SUBSECTION BELOW. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THE ONLINE MONEY MOVEMENT SERVICE TERMS & CONDITIONS AND ANY BELIEF BY YOU THAT THE SECURITY PROCEDURES ARE NOT COMMERCIALLY REASONABLE MUST BE COMMUNICATED TO BANK IMMEDIATELY. THE AGREED UPON SECURITY PROCEDURES FOLLOW:

- Customer understand that the Bank and/or our service provider may challenge Customer with a one-time passcode ("OTP") or knowledge based authentication procedures with respect to any MyMoney Transfer.

- Valid Codes. Customer agrees to (a) keep all Valid Codes strictly confidential, (b) promptly change any initial Bank assigned temporary Password, (c) provide access or Valid Codes only to authorized Customer or designated authorized Account users (e.g., authorized officers), (d) provide an opened device due to Biometric Authentication only to authorized Account users, (e) instruct each authorized Account user that he or she is not to disclose the Valid Codes to any unauthorized person, and in the event of actual or suspected security breach, must immediately notify Customer and select new Valid Codes/knowledge based authentication, if appropriate or deemed necessary, and (f) in the event of an actual or suspected security breach, immediately notify Bank and implement new Valid Codes/knowledge based authentication, if appropriate or deemed necessary. Customer and any authorized Account user will not make any Valid Codes/knowledge based authentication available to any non-authorized persons. Bank and Customer agree that the security procedures provided herein are commercially reasonable. Customer agrees that, except as may be modified for Consumers by the EFT rules, see Section 1 paragraph e of Part II of this Agreement titled *Consumer Liability*, a MyMoney Transfers conducted under Valid Codes, shall be deemed to be authorized transfer and binding on Customer. It is the sole responsibility of the Customer and any authorized Account user to ensure compliance with their established internal security procedures, processes, or regulations with respect to confidentiality for Customer or authorized Account user's Valid Codes.
- Authorization. Bank will consider any access to Online Banking or the MyMoney Transfers Service through use of Valid Codes to be duly authorized by Customer and Bank will therefore seek to carry out any instructions, regardless of, and without verifying, the identity of any person giving such instructions. Customer hereby authorizes Bank to treat any instruction transmitted with Valid Codes as having been made to Bank in writing and signed by Customer or their duly authorized Account user. In the absence of substantial evidence to the contrary, Bank's records with respect to such instructions will be conclusive regarding access to, or action taken through, Online Banking or MyMoney Transfers Service using Valid Codes, whether such access or action is by Customer/duly authorized Account user, or by any employee or agent who have obtained access to any Service through Customer's failure to maintain adequate internal controls.
- Access and use of MyMoney Transfers Services. Customer shall be responsible for establishing and maintaining the procedures to safeguard against unauthorized access to MyMoney Transfers Services including anti-virus protection mechanisms, and if required, updates to such procedures and monitoring by Customer of its compliance with such procedures as outlined within these Online Money Movement T&Cs. Customer warrants that no individual will be allowed access to the Online Banking, Mobile Banking, or TB Mobile App in the absence of proper supervision and safeguards and agrees to maintain the confidentiality of these Security Procedures, and the Valid Codes and any other related instructions provided by Bank in connection with the applicable Security Procedures set forth herein. If Customer, at any time, has reason to believe or suspect that any such information or instructions have been compromised or disclosed to or accessed by any unauthorized person or used in a manner not authorized by Customer, Customer agrees to notify Bank via phone or e-mail as soon as such an intrusion is detected, followed by written confirmation. The occurrence of unauthorized access will not affect any transactions executed in good faith by Bank prior to its receipt of such notification. In the event a transaction has not been executed, any such notification of unauthorized access that is provided to the Bank must be prior to execution of the transaction and within a reasonable time period to allow the Bank, on a best efforts basis, to prevent or cancel the transaction.

- Unauthorized use. Any transaction initiated by an employee or agent of Customer shall be deemed to be authorized by Customer. Customer is responsible for all transactions deemed authorized by Customer. Customer is responsible for all transactions initiated by Customer authorized Account users until such time as Bank has been notified, in writing, that such authority has been revoked or cancelled. Customer is responsible for all transactions made through the use of Valid Codes, including knowledge based authentication, regardless of whether such transaction was authorized. Customer shall be solely responsible for any losses as a result of any compromised or unauthorized information or instructions delivered to Bank. Because Bank may rely upon and act in accordance with any communication received by Bank purporting to be a communication by an authorized person on Customer's behalf, without inquiring as to the source of such transmission or identify of such person, Customer hereby discharges and releases Bank from all liability resulting from Bank's execution of transactions initiated through the MyMoney Transfers Services.
- Customer acknowledges and agrees that the purpose of the SECURITY PROCEDURES FOR ONLINE BANKING CUSTOMER MY MONEY TRANSFERS is to verify the authenticity of the use of any of the My Money Transfers Service and a payment order delivered to the Bank and that the SECURITY PROCEDURES FOR MYMONEY TRANSFERS SERVICES are not designed to detect errors in a transfer and in no case shall the Bank be responsible or liable for the detection of or failure to detect any error in transfers presented to the Bank in the name of Customer.

xviii. Account Number Policy. If funds 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. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

xix. Joint Account Holder. In submitting your application for the Online Money Movement Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Online Money Movement Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

xx. Our Liability. If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. We are not responsible or liable if you or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of the Bank hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the

funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control, for example a Force Majeure event that prevent us from making a funds transfer or if the Bank's website was not working properly and you knew about the breakdown when you started the funds transfer.

xxi. Limitation of Warranty and Liability. YOU UNDERSTAND AND AGREE THAT OUR ONLINE MONEY MOVEMENT SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ONLINE MONEY MOVEMENT SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE MONEY MOVEMENT SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR 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 THE BANK'S WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM 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 WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE ONLINE MONEY MOVEMENT SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE 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 ONLINE MONEY MOVEMENT SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ONLINE MONEY MOVEMENT 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 WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

xxii. Indemnification. You agree to indemnify, defend and hold harmless the Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of the Online Money Movement Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of any of its terms or your infringement, or infringement by any other user of your Account(s), of any intellectual property or other right of any person or entity.

e. **Consumer Liability.**

a. Applicability. The following provisions are only applicable to online electronic fund transfers that credit or debit a consumer account and are subject to the Consumer Financial Protection Bureau's Regulation E (an "EFT"). A consumer account is one that belongs to a natural person and used primarily for personal, family or household purposes. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

b. A Consumer's Liability for Unauthorized EFT. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
    i. If you notify the Bank within two (2) business days after your Password was lost, your liability will not exceed $50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
    ii. If you fail to notify the Bank within two (2) business days after your Password was lost or stolen, your liability will not exceed the lesser of $500.00 or the total of:
        - $50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
        - The total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
    iii. You must report an unauthorized EFT that appears on your periodic statement within 60 days of the Bank's transmittal of the statement to avoid liability for subsequent transfers. If you fail to report the unauthorized EFT to us on time, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60-day period and before notice to the Bank, and that the Bank establishes would not have occurred had you notified the Bank within the 60-day period. You may also be liable for the amounts as described in sections b.i. and b.ii. above.
    iv. If the report is made orally, we will require that you send the complaint or question in writing and signed by you within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing and signed by you within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an EFT outside a state or territory or possession of the United States, we may take up to 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

c. Our Liability for Items that are not EFTs. Unless otherwise specified or addressed in this Agreement, all other claims regarding a Discrepancy(ies) or any other dispute with respect to your Account and use of the Online Services

shall be determined in accordance with the provisions and the terms of this Agreement.

d. Our Liability for Failure to Complete Payments and Transfers. If we do not complete a transfer or payment to or from a consumer deposit account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. We will not be liable to you, however, in the following instances:
    i. If through no fault of the Bank, you do not have enough money in your account to make a transfer or payment through Online Banking;
    ii. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents a transfer or payment through Online Banking despite reasonable precautions that we have taken (Force Majeure provision of this Agreement applies);
    iii. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
    iv. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
    v. If your transfer authorization terminates by operation of law;
    vi. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately;
    vii. If you have not properly followed the instructions on how to make a transfer included in this Agreement;
    viii. If we have received incomplete or inaccurate information from you or a third party pertaining to a payment or transfer, including without limitation, the financial institution name, address, account number, or the amount of the transfer or payment;
    ix. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement or any other agreement with us, or if we or you terminate this Agreement or the Online Service at issue; or
    x. If a Payee, or a financial institution holding an External Account from which you have requested a transfer, mishandles or delays processing or posting a payment or transfer sent by Bill Pay Service or MyMoney Transfers.

The list of examples set out in this paragraph are provided for illustrative purposes only and is not intended to list all of the circumstances where we would not be liable.

III. IDENTITY THEFT AND PRETEXT CALLING

Identity theft affects thousands of consumers annually. It involves the fraudulent use of a person's personal identifying information, such as a social security number, mother's maiden name, date of birth, or account number to open fraudulent new credit card accounts, charge existing credit card accounts, write checks, open bank accounts, or obtain new loans. They may obtain this information by:

1. Stealing wallets that contain personal identification information and credit cards.
2. Stealing bank statements from the mail.
3. Diverting mail from its intended recipients by submitting a change of address form.

4. Rummaging through trash for personal data.
5. Stealing personal identification information from workplace records.
6. Intercepting or otherwise obtaining information transmitted electronically.

To prevent identity theft, the Bank may verify customer account information by using third party sources, such as consumer reporting agencies, by verifying change of address requests on existing accounts, and by maintaining adequate security standards. The Bank also offers additional safety system software to protect customer accounts from identity theft.

Pretext calling is another fraudulent means of obtaining a person's personal information. Pretext callers may contact bank employees, posing as customers, to access customers' personal account information. Information obtained from pretext calling may be sold to debt collection services, attorneys, and private investigators to use in court proceedings. Identity thieves may also engage in pretext calling to obtain personal information to create fraudulent accounts. The following are basic steps outlined by the Office of the Comptroller of the Currency to avoid becoming a victim of identity theft and pretext calling:

- Do not give personal information such as account numbers or social security numbers, over the telephone, through the mail, or over the internet, unless you initiated the contact or know with whom you are dealing.
- Store personal information in a safe place and tear up old credit card receipts, ATM receipts, old account statements, and unused credit card offers before throwing them away.
- Protect your PINs and other passwords. Avoid using easily available information, such as your mother's maiden name, your birth date, the last four digits of your social security number, your phone number, etc.
- Carry only the minimum amount of identifying information and number of credit cards that you need.
- Pay attention to billing cycles and statements. Inquire of the Bank if you do not receive a monthly bill. It may mean that the bill has been diverted by an identity thief.
- Check account statements carefully to ensure all charges or withdrawals were authorized.
- Guard your mail from theft. If you have the type of mailbox with a flag to signal that the box contains mail, do not leave bill payment envelopes in your mailbox with the flag up. Instead, deposit them in a post office collection box or at the local post office. Promptly remove incoming mail.
- Order copies of your credit report from each of the three major credit bureaus once a year. The law permits the credit bureaus to charge $13.50 for a copy of the report (unless you live in a state that requires the credit bureaus to provide you with one free copy of your report annually).
- If you prefer not to receive preapproved offers of credit, you can opt out of such offers by calling (888) 5 OPT OUT.
- If you want to remove your name from many national direct mail lists, you may register with the Mail Preference Service sponsored by the Direct Mailing Association (DMA) or send your name and address to the DMA below:

  DMAchoice

  Consumer Preferences

  P.O. Box 900

  Cos Cob, CT 06807

- If you want to reduce the number of telephone solicitations from many national marketers, you can register with the Telephone Preference Service sponsored by the DMA or send your name, address

and telephone to the DMA:

Telephone Preference Service

Direct Marketing Association

P.O. Box 1559

Carmel, NY 15012-1559

To safeguard against pretext calling, banks are encouraged to limit telephone disclosures of customer information, train employees to recognize fraudulent attempts to obtain customer information, and to test information security systems. In addition, if the bank is informed of such type of activity, it must report it to the regulators using Suspicious Activity Reports (SARs).

The following are recommendations outlined by the Office of the Comptroller of the Currency if someone has stolen your identity:

- Contact the police to file a report with your local law enforcement. If your identity was stolen when you were away from home, you will need to contact the police in that jurisdiction, too.
- Contact the fraud department of each of the three major credit bureaus to report the identity theft and request that the credit bureaus place a fraud alert and a victim's statement in your file. The fraud alert puts creditors on notice that you have been the victim of fraud, and the victim's statement asks them not to open additional accounts without first contacting you.

The following are the telephone numbers for the fraud departments of the three national credit bureaus:

Trans Union: 1-800-680-7289

Equifax: 1-888-766-0008

Experian: 1-888-397-3742

You may request a free copy of your credit report. Credit bureaus must provide a free copy of your report, if you have reason to believe the report is inaccurate because of fraud and you submit a request in writing.

- Review your report to make sure no additional fraudulent accounts have been opened in your name, or unauthorized changes made to your existing accounts. Also, check the section of your report that lists "inquiries" and request that any inquiries from companies that opened the fraudulent accounts be removed.
- Contact any bank or other creditor where you have an account that you think may be the subject of identity theft. Advise them of the identity theft. Request that they restrict access to your account, change your account PIN or password, or close your account, if there is evidence that your account has been the target of criminal activity. If the bank closes your account, ask them to issue you a new credit card, ATM Card, Check Card, or checks, as appropriate.
- It is also good to contact other authorities that specialize in identity theft. The Federal Trade Commission (FTC) runs the ID Theft Hotline and the ID Theft Data Clearinghouse.
- FTC Identity Theft Hotline: (877) IDTHEFT (438-4338)

  If mail service was used in the fraud, contact the U.S. Postal Inspection Service. This agency is helpful if any fraudulent utility bills or apartment leases show up on your credit report.
- U.S. Postal Inspectors: (800) 275-8777