

# Online Banking

This Bank of Travelers Rest Online Banking User Agreement ("User Agreement") governs the use of Online Banking, an internet account access service, and eStatements, an internet account service providing electronic statements (collectively referred to as "Online Banking"), which are offered by and through Bank of Travelers Rest ("Bank", "Us, or "We"), to each customer whose request for Online Banking is approved. Each reference in this User Agreement to "you" or "your" means each customer who submits an Online Banking Enrollment form and refers to all such customers jointly and severally. By submitting the Online Banking Enrollment form, you acknowledge that you have read, understood and agree to the terms of this User Agreement. Please read this User Agreement carefully and keep a copy for your records.

## USE OF ONLINE BANKING

### Online Banking Service

You may use Online Banking to:

- (i) View account balances and review account transaction history.
- (ii) Transfer funds between your accounts that are checking, savings, money market, or loans.
- (iii) Place stop payment request on checks.
- (iv) Make payments to your loan accounts with the Bank.
- (v) Pay bills to any merchant or individual within the United States and send or request money from a person within the United States, if you subscribe to the Bill Payment Service through a separate enrollment process.
- (vi) Download transaction history for your accounts to be used by personal financial management software.
- (vii) Communicate directly with the Bank through Secure Mail or Chat.
- (viii) Open a consumer deposit account.
- (ix) Apply for a loan or credit card.
- (x) View credit card history and payment information.
- (xi) Send or receive money to/from an account you own at another financial institution.

### Account Requirements

In order to enroll in Online Banking, you must have at least one account with the Bank. You may access additional checking, savings, money market, certificates of deposit, credit card, safety deposit box, and loan accounts you have with us (collectively the "Accounts"). Use of Online Banking will be subject to all other Account agreements and disclosures for any account you have with the Bank, including but not limited to Deposit Account Agreements, Terms and Conditions, Truth in Savings, Electronic Funds Transfer Agreement, and any loan agreement for each Account as well as the Bank's Privacy Policy ("Account Agreements").

### Waiver of Requirement for Two Signatures

Principles recognize that any requirement of verifying two signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers, including online bill payments, and you release Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your Account shall be authorized by you to individually make electronic or telephonic transfers, including online bill payments from your Account, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

## ONLINE BANKING REQUIREMENTS AND AVAILABILITY

### Access

To use Online Banking, you must have an internet accessible device with service through an internet service provider,

have a web browser which supports 128-bit SSL encrypted communication and a printer if choosing to print the disclosures. You are responsible for the cost, set-up, compatibility and maintenance of your computer or mobile device and agree that the Bank is not responsible for cost, such as set-up, compatibility, or maintenance. You must also have a valid email address.

### **Availability of Service**

Online Banking will be accessible 24 hours a day, seven days a week. Online Banking may be inaccessible for a reasonable period on a daily basis for system maintenance, whether planned or unplanned. If we know in advance of a substantial interruption in service, we will notify you on our website. However, we may not notify you of unanticipated or short routine interruptions in service. Online Banking may also be unavailable due to internet access interruptions, equipment problems or other disruptions to service. The Bank shall not be liable under this User Agreement for failure to provide access for any reason. Your access to Online Banking shall be determined at the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to Online Banking at any time and for any reason without notice or refund of previously incurred fees, if any.

### **User ID and Password**

Each authorized user of Online Banking service has a User ID and a Password. You should keep your User ID and Password confidential and in a secure location. Your Password should be complex in nature and contain a combination of letters (upper and lower case), numbers and special characters and should be a minimum of 9 characters in length. The Bank recommends, and reserves the right to require, that you change your Passwords from time to time for security reasons. The Bank may deny access to Online Banking without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access Online Banking or if we believe such action is necessary for security reasons. You agree to: (a) comply with all security procedures outlined in this agreement or otherwise provided to you in connection with Online Banking; (b) take reasonable steps to safeguard the confidentiality and security of the Password and any proprietary information we the Bank provides to you in connection with Online Banking; (c) change your Password immediately if someone who has had access to the Password is no longer authorized to use Online Banking on your behalf; (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

### **Authorized User of Service**

You are responsible for keeping your User ID, Password, security devices and Account data confidential. You hereby authorize the Bank and our service providers to process any request it receives through Online Banking on the basis of your Password. You agree that the use of your Password will have the same effect as your signature authorizing the transaction or request for information. Any person having access to your User ID and Password will be able to access Online Banking and perform transactions, including reviewing Account information and making transfers to other Accounts and to third parties through Bill Pay. If you authorize other persons, including, without limitation, designated users for Business Accounts, to use any of your Passwords for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Password, and you are responsible for any transactions made by such persons or their designees until you notify the Bank that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password. Requests submitted through Online Banking will be deemed effective as if made by you, and you will be obligated to pay us the amount of such requests, even if they are subsequently determined to be unauthorized except to the extent identified within this Agreement.

### **Requests of Passwords**

**Neither Bank of Travelers Rest nor any of its service providers will ever initiate a request asking for your Password and you should never give it to anyone unless you know them and want them to have access to your Accounts.**

## FUNDS TRANSFER AND ACCOUNT INFORMATION

### Account Information

The Account balance shown will be current as of the most recent update. The Account balance may reflect deposits still subject to collection or verification by us (and subject to being reversed) and may not reflect deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

### Authorization

You may transfer funds between your Accounts that are checking, savings or money market deposit Accounts in any amount. We may refuse to act on your fund transfer instruction or delay the transfer if sufficient funds, including funds available under any overdraft plan, are not available in your Account on the date of the transfer. We may elect, in our sole discretion, to create an overdraft by allowing the transfer. If we allow the transfer, we will charge your deposit Account the Overdraft Privilege per item fee for each transfer as stated in the Account Agreements previously provided to you.

### Cutoff Hours for Transfer Requests

When you request a fund transfer using Online Banking, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient Account on the Processing Date. The "Processing Date" is the date that the fund transfer is actually made and is normally the day you request such transfer. Funds transferred to the designated recipient Account will be deemed deposited on the Processing Date and will be available thereafter in accordance with YOUR DEPOSIT ACCOUNT disclosures. Transfer Requests made after 9:00 pm EST on a Business Day may not be processed until the following Business Day. The Bank's Business Days are Monday through Friday, excluding federal holidays.

### Line of Credit Advance Limitations

To the extent available, you may obtain advances from your line of credit Accounts, except for your credit card Accounts, through Online Banking. Such advances must be transferred into one or more of your Accounts. You may not obtain an advance under your line of credit Accounts and transfer the funds to us in order to make a monthly payment on any of your credit Accounts. All advances on your line of credit Accounts are subject to any minimum draw and other transaction requirements contained in the applicable Account Agreements. You may still use any other method to obtain advances on any line of credit Accounts that is permitted in the Account Agreements for those Accounts.

### Periodic Statements

All of your fund transfers made through Online Banking will appear on the periodic statement for each Account, as applicable. You agree that we will not furnish you with any other notice of fund transfers you initiate.

### Our Liability for Failing to Complete Your Transfer

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

- (i) If, through no fault of ours, you do not have enough money in your Account to make the electronic fund transfer.
- (ii) If our processing system was not working properly and you knew about the breakdown when you started the electronic fund transfer.
- (iii) If circumstances beyond our control prevent the electronic fund transfer, despite reasonable precautions we have taken.
- (iv) If this Agreement is terminated.
- (v) If the authorization for your electronic fund transfer is revoked by law or court order.
- (vi) You have not provided us with the correct transfer information.
- (vii) Our failure to complete the transaction resulted from something we did to protect the security of your Account.
- (viii) We do not receive proper and timely instructions regarding the transaction.

(ix) If there are other exceptions stated in our Agreements with you.

## **GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply, as appropriate, to your use of Online Banking.

### **Bank Fees for Service**

You agree to pay fees and charges assessed by the Bank for use of Online Banking as established from time to time according to the Bank's current Personal banking and Business banking brochures or Rates and Fees Schedule. See our current Personal banking and Business banking brochures that are available at any branch. You authorize us to debit your Checking or Savings Account each month to obtain payment of applicable fees. You agree that such fees will be fully earned and non-refundable at the time payment is obtained. If sufficient funds are not available in your Account to pay all such fees, you agree to immediately deposit funds to cover such fees or otherwise reimburse us upon request.

### **Termination**

Your enrollment in Online Banking will remain in effect until terminated by you or us. You may terminate your use of Online Banking service at any time by visiting a branch or using the Contact Information below. We may terminate your use of Online Banking, in whole or in part, at any time without prior notice. We will try to notify you in advance, but we are not obligated to do so. Termination will not affect your liability or obligations under this User Agreement for transactions that have been processed on your behalf. Termination will apply only to Online Banking and does not terminate your other relationships with us.

### **Disclaimer of Warranties and Limitation of Liability**

The Bank makes no warranties of any kind, express or implied, including any implied warranties of fitness for a particular purpose or merchantability or non-infringement of third-party rights, in connection with Online Banking. We cannot and therefore do not warrant that Online Banking will operate without errors, or that any or all of Online Banking will be operational and available at all times. You agree that we are not responsible for any error, damage or other loss you may suffer due to the malfunction or misapplication of any software or system you use, including, without limitation, any web browser, any Internet service provider, or any equipment you may use, including, without limitation, telecommunications facilities, computer hardware and modem. You agree, to the extent allowed by law and except as provided elsewhere in this User Agreement, that our officers, directors, employees, agents or contractors shall not be liable for any indirect, incidental, special or consequential damages as a result of use of any services or products provided under this User Agreement or by reason of your use of or accessing Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in any action at law based on contract, tort or warranty. In no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for Online Banking.

### **Disclosure of Account Information**

We will disclose information about your Accounts or the transfers you make:

- (i) In accordance with our Privacy Policy provided to each customer pursuant to the Gramm-Leach-Bliley Act of 1999.
- (ii) If we have entered into an agreement with another party to provide any Service. In this case, we will provide that party with information about your Account, your transfers and your communications with Us in order to carry out your instructions.
- (iii) If it is necessary for completing transfers or otherwise carrying out your instructions.
- (iv) In order to verify the existence and conditions of an Account for a third party, such as a credit bureau, or any holder of a check issued by you or on your behalf.
- (v) In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- (vi) If you otherwise give Us your permission.

### **Amendments**

You agree to be bound by any amendments or modifications to this User Agreement after notice has been sent to you

at your last known address contained in our records, or upon our posting of such notice in the lobby of our branch offices or on our website. Where prior notice of a change in terms is required by applicable law, we will send the notice to you the required number of days in advance of the effective date of the change. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to Online Banking. Failure to cancel Online Banking by the effective date or use of Online Banking after the effective date shall conclusively constitute your acceptance of the change.

### **Secure Messaging**

Secure messaging is accessible after you sign in with your Password to a session of Online Banking. To ensure the security of your Account information, we recommend that you use secure messaging when asking specific questions about your Account(s) in Online Banking. You cannot use secure messaging to initiate, modify or cancel your Online Banking online access or other transactions. Since we may not receive or review it immediately, you should not rely on secure messaging if you need to communicate with us right away. If you need to contact us immediately, you should contact us in person at one of our branches or by telephone. We shall have a reasonable opportunity to act upon any secure messaging request and reserve the right to reject any transaction or request received by secure messaging.

### **Electronic Communications**

You agree that we may send all notices, disclosures, amendments and other communications regarding this User Agreement or Online Banking to you by electronic mail. You further agree that procedures and requirements of Online Banking may be incorporated as part of our website and communicated to you through Online Banking. To the extent permitted by Applicable Law (as defined below), you agree that each such communication will be binding and enforceable to the same extent as if it were delivered to you in writing by mail or in person.

### **Entire Agreement; No Waiver**

This User Agreement is the complete and exclusive agreement between you and Us related to Online Banking and supplements any other agreement or disclosure related to your Accounts, and there are no other understandings or agreements relative hereto which are not fully expressed herein. In the event of a conflict between this User Agreement and any other agreement or disclosure related to your Accounts, or any statement by our employees or agents, or any service provider, this User Agreement shall control with respect to Online Banking. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. No waiver shall be valid unless in writing signed by us. If a provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect. The provisions of this Agreement are severable.

### **Assignment**

You may not assign this User Agreement to any other party. We may assign this User Agreement or delegate any or all of our rights and responsibilities under this User Agreement to any third parties.

### **Governing Law; Compliance**

This User Agreement shall be governed by and construed in accordance with the laws of the United States, and to the extent not inconsistent therewith, the laws of the state of South Carolina, without regard to that state's rules regarding conflict of laws (collectively, "Applicable Law"). You agree that you will use Online Banking only in accordance with applicable law.

### **Ownership of Website**

The content, including, without limitation, all information, text, graphics, and design, of our website is the property of and copyrighted by Bank of Travelers Rest, and any unauthorized use, reproduction, linking or distribution of any part of the website is strictly prohibited.

## USE OF eSTATEMENT SERVICE

To subscribe to Bank of Travelers Rest's Online Banking with electronic statements ("eStatements"), you must have previously enrolled as an Online Banking user and separately enroll for eStatement service. You must have a Bank of Travelers Rest checking, savings or money market Account to receive eStatements.

## ALERTS

Your enrollment in **Bank of Travelers Rest** Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your **Bank of Travelers Rest** account(s). Alerts are provided within the following categories:

- (i) **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- (ii) **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- (iii) **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alerts** menu within **Bank of Travelers Rest** Online Banking and **Alerts** menu within **Bank of Travelers Rest Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Bank of Travelers Rest reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Bank of Travelers Rest** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to **65958** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Bank of Travelers Rest** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **65958**. In case of questions please contact customer service at **864-834-9031**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **Bank of Travelers Rest** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Bank of Travelers Rest's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank of Travelers Rest, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

# ACCOUNT TO ACCOUNT EXTERNAL TRANSFERS (TransferNow®) ADDITIONAL TERMS

## 1. Description of Service, Authorization and Processing.

- (i) The term "Transfer Money Terms" means these Account to Account External Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- (ii) You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power, and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- (iii) You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found in Online Banking. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Service Fees and Additional Charges; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Service Fees and Additional Charges. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- (iv) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - a. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account,
  - b. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
  - c. The transfer is refused as described in the Refused Transfer terms below.
  - d. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- (v) It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Online Banking. Your limits may be adjusted from time to time in our sole discretion. For certain Services, you may have the ability to log in to Online Banking to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account. This applies even in circumstances where the External Account is closed, and we are attempting to return funds to such Account.

**3. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Service).

**4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact us.

Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**5. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Bank of Travelers Rest P.O. Box 1067, Travelers Rest, SC 29690. We may also be reached at 888-557-2265 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in the Errors, Questions, and Complaints section, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**6. Errors, Questions, and Complaints.**

- (i) In case of errors or questions about your transactions, you should as soon as possible contact us.
- (ii) If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  - a. Tell us your name.
  - b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  - c. Tell us the dollar amount of the suspected error.
- (iii) If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**7. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Online Banking. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Failed Or Returned Payment Instructions applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account. This should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**8. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**9. Returned or Failed Transfers.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

**10. Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In



certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- (i) You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed.
- (ii) You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit.
- (iii) Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

#### **11. Definitions**

- (i) "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- (ii) "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- (iii) "Transfer Instruction" is a specific Payment Instruction that you provide to the Service for a transfer of funds.
- (iv) "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- (v) "Affiliates" are companies related by common ownership or control.
- (vi) "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- (vii) "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- (viii) "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described in connection with a specific Service.
- (ix) "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- (x) "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

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