AGREEMENT AND DISCLOSURE STATEMENT FOR ELECTRONIC BANKING SERVICES

(Revised as of October 3, 2024)

I. Introduction

This Agreement and Disclosure Statement for Electronic Banking Services (the "Agreement") sets forth the terms and conditions for use of our online and electronic banking services, as described herein. You should read this Agreement carefully and keep an electronic or hard copy of it with your records. By using any electronic sounds, symbols, or processes we provide in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement and as we may direct. Each time you use any Service described in this Agreement, or allow any other person to use any Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

ARBITRATION AND WAIVER OF JURY TRIAL. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Errors or Questions. In case of errors or questions about the Services or in the event you need to contact us generally in connection with this Agreement, you should:

Call:

1-800-472- 2265

Fax to:

1-205-420-6636

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Write to:

Regions Online Banking
P.O. Box 830805
Birmingham, Alabama 35283-8308

Different contact instructions may be provided elsewhere in this Agreement with respect to particular situations or circumstances. If different contact instructions apply with respect to particular situations or circumstances, you agree to comply with those instructions.

Your acceptance of this Agreement also makes you eligible to participate in, and constitutes your acceptance of the terms and conditions of, the Regions CashBack Rewards® program. You may review the terms and conditions of CashBack Rewards by clicking here. You may opt out of CashBack Rewards at any time by clicking the "Opt-Out" link in the CashBack Rewards section of the Regions Online or Mobile Banking applications or as otherwise provided in the CashBack Rewards terms and conditions. Please note that the CashBack Rewards program will be renamed Regions Offers℠ in April, 2023.

II. Terms and Definitions

The following terms and definitions apply when used in this Agreement:

- "Access Credentials" means any personal or secret code or personal identification number (PIN), including any code or PIN used in connection with any out-of-band authentication procedures, user identification technology, biometric identification, token, certificate, access device, security questions, procedures, processes, or credentials selected by you or issued to you by us, as the case may be, that will be used by you to obtain access to the Services, to authenticate you, and/or to authorize Service transactions and activity. The term includes, as the context may require, any additional access numbers, words, or codes required by the applications or equipment that you use in connection with the Services or that are otherwise established by you.

- "Authorized Users" means, with respect to non-consumer and business users of the Services, authorized signers on your Service Accounts or other trusted employees, agents, and/or persons whom you want to act as your representatives to access your Service Accounts and to use the Services on your behalf.

- "Bill Pay Service" means the electronic bill payment service described in and provided under the terms of this Agreement.

- "Bill Presentment Service" means the electronic bill presentment service described in and provided under the terms of this Agreement.

- "Business Day" means, with respect to us, Monday, Tuesday, Wednesday, Thursday or Friday, except when those days are holidays or days on which we may be closed due to emergency conditions.

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- “Device” means a compatible and supported personal computer or other electronic computing or access device (including a Wireless Device, as the context may require) that meets the requirements for use of the Services. Certain Devices may not be compatible for use in connection with all Services described in this Agreement.

- “External Transfer Service” means the funds transfer service whereby you may transfer funds between an eligible Service Account and an eligible account you maintain with a participating third party financial institution as described in and provided under the terms of this Agreement.

- “Mobile Banking Service” means the mobile electronic banking services described in and provided under the terms of this Agreement.

- “Mobile Remote Deposit Capture Service” means the Wireless Device check scanning and check image transmission service described in and provided under the terms of this Agreement.

- “My GreenInsights” means the financial information management service described in and provided under the terms of this Agreement.

- “Online Banking Service” means the basic online banking services and features described in and provided under the terms of this Agreement.

- “Online Statements Service” means the electronic account statements service described in and provided under the terms of this Agreement.

- “Service” means any product or service we provide to you under or pursuant to the terms of this Agreement, as the context may require.

- “Service Account” means any account or other financial product or service that you maintain with us and in connection with which you use or may use any function or feature of any Service. A Service Account may include, for example and without limitation, a deposit account, a loan account, a credit card or other line of credit account, or a general purpose reloadable stored value card. We reserve the right to determine the eligibility and/or ineligibility of any account or financial product or service as a Service Account, and the eligibility and/or ineligibility of any Service Account for any Service functionality or transaction, at any time and from time to time, in our sole and absolute discretion and without notice to you, subject to the requirements of applicable law. You may call us at the telephone number provided in the “Errors or Questions” section of this Agreement for current information about the eligibility of certain accounts, products and services as Service Accounts and the eligibility of certain Service Accounts for certain Services.

- “Service Email Address” means any email address you provide to us for notification purposes, as updated from time to time by you, in connection with your enrollment in and activation of the Online Banking Service. It is solely your responsibility to ensure that

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each Service Email Address is current and accurate at all times.

- "We", "us", and "our" mean and refer to, as the context may require, Regions Bank or any affiliate of Regions Bank with which you have established one or more Service Accounts, and any agent, independent contractor, vendor, service provider, designee, or assignees that we may, in our sole discretion, involve in the provision of the Services. With regard to any arbitration and/or waiver of jury trial provisions set forth in this Agreement, such terms additionally include any parent, subsidiary, or affiliate of Regions Bank, and any employees, officers, directors, agents and/or representatives of Regions Bank or of Regions Bank's parents, subsidiaries, or affiliates.

- "Wireless Device" means a compatible and supported mobile phone and/or other compatible and supported wireless devices that may be used in connection with any mobile Services described in this Agreement.

- "You", "your", and "yours" mean and refer to (i) each and every person who now or hereafter is an account holder or owner with respect to, or has any interest in, any Service Account, and (ii) each and every person who now or hereafter subscribes to or uses any Service (including, without limitation and as the context may require, any person permitted by you to use any Service).

- "Zelle® and Other Payment Services" means the person-to-person payment services described in and provided under the terms of this Agreement.

Other terms may be defined elsewhere within this Agreement.

III. Electronic Fund Transfer Disclosure to Consumers

THE DISCLOSURES AND TERMS IN THIS PART ARE APPLICABLE ONLY TO THE EXTENT THAT USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT AND/OR THE SERVICE ACCOUNTS RELATED TO THE USE OF THE SERVICES ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. SUCH DISCLOSURES AND TERMS DO NOT APPLY TO THE EXTENT THAT USE OF THE SERVICES IS FOR NON-CONSUMER PURPOSES, NOR DO THE DISCLOSURES AND TERMS APPLY TO THE EXTENT THAT THE SERVICES ARE USED IN CONNECTION WITH A GENERAL PURPOSE RELOADABLE STORED VALUE CARD. HOLDERS OF GENERAL PURPOSE RELOADABLE STORED VALUE CARDS SHOULD REFER TO THE TERMS AND CONDITIONS GOVERNING THE CARD.

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act ("EFT Act"). These include certain transactions that can be made using the Services described in this Agreement. Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. The term "Account" as used in this disclosure may mean a demand deposit (checking), savings, or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) that you maintain with us and that is established primarily for personal, family, or household purposes (or such other meaning as may be ascribed to the term "account" from time to time in Regulation E of the Consumer Financial Protection Bureau). Be sure to retain the telephone numbers and addresses found in the "Errors or Questions" section of the Agreement that you may

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need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your Accounts.

3.01 Types of Available Transfers and Limits on Transfers.

a. The funds transfer and payment Services generally enable you to use your Device to transfer funds to and from your Account, to pay bills directly from your Account in the amounts and on the days you request, and to make other payments and remittances of funds from your Account. These transactions are described in detail in the following sections of this Agreement.
b. Limitations apply to transfers and transactions that may be made through the Services, including limits or restrictions on the number and dollar amount or types of transfers or transactions that we may from time to time impose for security reasons. Limitations are described in more detail in the following sections of this Agreement. Also, your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law.

3.02 Right to Receive Documentation of Transfers. All fund transfers completed through the Service will appear on your periodic statement for your applicable Account. You will receive a periodic statement each month for each Account from which or into which a fund transfer through the Service has been completed during the month. For all other Accounts, you will receive a periodic statement at least quarterly, or as required by applicable law or the terms of the respective agreements governing such Accounts. The periodic statement will include a description of the transactions completed through the Service.

3.03 Disclosures of Charges for Transfers or Right to Make Transfers. Certain fees and charges associated with the use of the Services are disclosed in the disclosures and fee schedules that have been provided to you in connection with your Account. Fees for transfers made using certain Services will be disclosed at the time you request the transfer. Fees are subject to change. Please contact us as provided in the "Errors or Questions" section of this Agreement or visit one of our banking offices for current information about applicable fees. Any charges associated with the use of the Services are in addition to service charges and fees otherwise applicable to your Account and/or other services related to your Account.

3.04 Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting. An unauthorized transfer means a transfer from your Account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with your Access Credentials by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

a. Tell us AT ONCE by contacting us as provided in the "Errors or Questions" section of this Agreement if you believe your Access Credentials have been lost or stolen.

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Telephoning is the best way of keeping your possible losses down. You could lose all your money in your Account (plus your maximum overdraft or margin line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50.00 if someone used your Access Credentials without your permission.

b. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials without your permission if you had told us, you could lose as much as $500.00.

c. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was provided to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.

3.05 Our Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any guarantee within this Agreement as to the timely delivery of transfers will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your telephone, Device, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- You do not properly follow instructional materials provided in connection with the Service;
- You do not authorize a transfer within a sufficient period of time for your transfer to be completed by any applicable deadline;
- You have not provided us with correct, complete or accurate information necessary to complete the transfer;
- Any third party involved in the transfer mishandles or delays the handling of the transfer;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transfer;
- Your Access Credentials have been reported lost or stolen;
- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- Any telecommunications or other utility service you use in connection with the

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Service has been disconnected or there are deficiencies in the quality of such service;

- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;
- Your Account is presumed abandoned under applicable law, or we consider your Account to be dormant or inactive under our policies and procedures; or
- Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other qualifications or exceptions to liability stated in this Agreement or in other agreements we have with you, or otherwise provided by applicable law.

3.06 Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission; or
- Otherwise in accordance with our privacy notice (which you may obtain at www.regions.com or at any of our banking offices) or as described in this Agreement.

3.07 What Constitutes a Business Day. Our business days are defined in the "Terms and Definitions" section of the Agreement.

3.08 Stopping Preauthorized Payments. The Service may allow you to stop or cancel payments and transfers that you have scheduled or initiated, and you should follow applicable Service instructional materials if you wish to stop or cancel a transaction. Otherwise, if you use any Service to make recurring or other preauthorized electronic fund transfers from your Account, you can stop any of these payments as follows:

Call us or write us at the telephone number or address identified in the "Errors or Questions" section of this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If we require you to put your request in writing and you fail to provide this written confirmation to us within fourteen (14) days after your call, we may not honor your stop payment request for any recurring or other preauthorized electronic fund transfer that is to be made after that fourteen (14) day period. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Stop payment requests are subject to applicable fees and charges as provided in the agreement and disclosures governing your Account.

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3.09 <u>In Case of Errors or Questions about Your Electronic Transfers</u>. Telephone us or write us at the telephone number or address identified in the "Errors or Questions" section of this Agreement, or send us a secure electronic message within the applicable Service application (if messaging is available) 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. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

- Tell us your name and the Account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the customer service number provided in the "Errors or Questions" section of this Agreement.

IV. Online Banking Service

4.01 <u>Terms and Definitions</u>. The following terms and definitions apply with respect to the Online Banking Service:

- "Deposit Only Account" means a deposit account maintained with us by a third party which may be designated to receive Funds Transfers from your Service Account, as we may allow in our discretion.
- "Funds Transfer" means a transfer of funds to or from your Service Account. The term also includes a transfer of funds from your Service Account to a Deposit Only Account, as the case may be.

4.02 <u>General Description of Service</u>. Subject to the terms and conditions of this Agreement, the Online Banking Service enables you to use your Device to:

- View Service Account balance information.
- View Service Account activity and transaction history.

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- Transfer funds between Service Accounts (including advances from eligible loan accounts) and to Deposit Only Accounts (as we may allow).
- Perform certain Service Account and Service maintenance (including, for example, ordering checks, requesting copies of documents, changing personal contact information, and changing Access Credentials).
- Communicate with us via electronic messaging.

4.03 Service Account Inquiries. You may use the Online Banking Service to determine the balance and recent activity in Service Accounts. Any balance or recent activity provided through the Service will include a date as of when the balance is current. The balance or recent activity provided through the Service may include deposits still subject to verification by us. Also, the balance or recent activity provided may differ from your records because it may not include deposits in process, outstanding checks, or other withdrawals, payments, charges, or transactions.

4.04 Transfers Among Service Accounts. You may use the Online Banking Service to make one-time or recurring Funds Transfers to and from Service Accounts. You agree to follow the applicable Service instructional material we provide in order to schedule and initiate fund transfers. Because of the time required to process transactions, a Funds Transfer that you initiate may or may not be reflected in the balances of your affected Service Accounts in the Service before the transfer is actually processed and posted in our official records for the Service Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Funds Transfers. A Funds Transfer must be entered before any business day cutoff time that may be displayed in the Service application in order for the transfer to be processed and posted on the same business day. A Funds Transfer that is initiated after the business day cutoff time or that is scheduled for a future date that is not a business day (including recurring Funds Transfers that are scheduled for future dates) will be processed and posted no later than the next business day. It is your responsibility to schedule each Funds Transfer far enough in advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and the posting of the transaction. Please refer to applicable Service instructional material for additional information on Funds Transfer options. Future Dated Transfers may be cancelled or changed through the Service at any time prior to the Transmit Date. If you use the Service to transfer funds to a loan account you have with us, the funds will be applied to the loan according to the loan terms and conditions. In order to initiate a Funds Transfer from your applicable Service Account, the Service Account must have a sufficient collected available balance to cover the transaction. We will disregard funds available in any overdraft protection account linked to the Service Account for purposes of authorizing and completing a Funds Transfer notwithstanding any terms of the overdraft protection service to the contrary.

4.05 Deposit Only Account. We may, in our discretion, enable the Online Banking Service to allow you to make Funds Transfers from your Service Account to a Deposit Only Account. We reserve the right to determine the eligibility and/or ineligibility of any account as a Deposit Only Account at any time and from time to time, in our sole and absolute discretion and without notice to you. You may not view, access, or otherwise perform any inquiries or transactions with respect to any Deposit Only Account, other than Funds Transfers from your Service Account to the Deposit Only Account. Funds Transfers to Deposit Only Accounts are generally processed and handled like Funds Transfers among your Service Accounts.

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4.06 Cancelling and Changing Funds Transfers. You may cancel or change any Funds Transfer you have initiated or scheduled by following the instructions within the Online Banking Service. You may not cancel or change a Funds Transfer after the Service has begun processing the transaction and/or after applicable cutoff times as displayed in the Service.

V. Bill Pay Service

5.01 Terms and Definitions. The following terms and definitions apply with respect to the Bill Pay Service:

- "Biller" means the person or entity to which a Payment is to be directed through the Bill Pay Service.
- "Due Date" means the date on which your Payment is due, as shown on your Biller's statement. The Due Date is not the date on or after which your Payment is considered late.
- "Payment" means the remittance of funds to a Biller through the Bill Pay Service.
- "Payment Account" means the Service Account from which the Payment will be debited.
- "Scheduled Payment" means a Payment that has been scheduled through the Bill Pay Service.
- "Scheduled Payment Date" means the date on which you want your Biller to receive your Payment.

5.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Bill Pay Service enables you to use your Device to electronically initiate one-time or recurring Payments to Billers. Effective February 5, 2020, you must be 18 years of age or older to enroll in the bill pay service, subject to the requirements of applicable law.

5.03 Provision of Payment Information.

(a) You agree to provide such information as we may request from time to time in order to process Payment transactions you initiate through the Bill Pay Service. This information may include, for example, the name and address of the Biller and your Biller account number. You are responsible for ensuring that the information you provide is current, accurate, and complete, and you assume responsibility for any transaction error that results from stale, inaccurate, or incomplete information furnished or entered into the Service application by you. If you wish to amend any Payment or Biller information you have provided, you must follow applicable Service instructions for doing so. We shall have a reasonable opportunity to process any amended information, and amended information submitted by you may not be applied to transactions already in process. You acknowledge and agree that we may edit or alter data or data formats according to the Biller's directives and/or in order to process Payment transactions more efficiently.

(b) The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on

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matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Service application, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Service application at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile.

5.04 Biller Participation. We make no representation or warranty that any Biller you wish to pay through the Bill Pay Service will participate as a Biller in the Service or be able to receive Payments initiated through the Service. We reserve the right to restrict the categories of Billers that may be paid through the Service. We further reserve the right, to the fullest extent permitted by law, not to complete any Payment to any Biller in the event we, in our sole and absolute discretion, deem ourselves or our assets insecure or subject to unreasonable exposure or risk. In the event that we are unable to, or decline to, process or complete Payments to a Biller, we will notify you (however, we may not notify you if the transaction is otherwise prohibited by this Agreement). We will not be liable to you in the event any Biller does not, cannot or refuses to accept Payments initiated through the Service, or in the event any Payment submitted to a Biller is returned, or in the event any Biller delays posting or fails to post any Payment to your account with the Biller, or in the event we exercise our right to decline to complete Payments to any Biller.

5.05 Scheduling Payments. You may use the Bill Pay Service to make one-time, future, or recurring Payments to Billers. You agree to follow the Service instructional material we provide in order to schedule and initiate Payments. For each Payment you attempt to schedule, the Service will designate the earliest possible Scheduled Payment Date for that Biller, which typically is five (5) or fewer business days from the current date. The Service will not permit you to select a Scheduled Payment Date that occurs before the earliest possible Scheduled Payment Date designated for each Biller. Please note, however, that a Payment made to a Biller by check (see Section 5.07 "Method of Payment" below) must be sent to the Biller a few days prior to the Scheduled Payment Date you select to ensure that the Biller will receive the check on or about the Scheduled Payment Date. In such a case, depending on the speed of the delivery service, the Biller may receive the check and present it for payment prior to the Scheduled Payment Date you select. When scheduling a Payment, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that is at least one (1) business day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or the end of any grace period. You are responsible for any late charge, finance charge, penalty or default or other consequence that may result from your selecting a Scheduled Payment Date later than the Due Date. The Service may let you choose Scheduled Payment Dates that are not business days. If you have scheduled a series of recurring Payments, Payments in the series that fall on Scheduled Payment Dates that are not business days will be processed on the prior business day.

5.06 Expedited Payments. The Bill Pay Service provides two options to expedite Payments: (i) an electronic Payment that will made to the Biller the same day and (ii) a Payment by check that will be sent to the Biller by overnight delivery service and delivered to the Biller by the end of the

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next business day. Each of the options is subject to a separate fee that will be disclosed to you in the Service application before you execute the Payment transaction. If you wish to expedite a Payment and select a Scheduled Payment Date that is the same day or the next business day, the Service will indicate whether either expedited option is available to you. The options for expediting Payments may not always be available. For example, some Billers may not be enrolled to receive Expedited Payments or may not be able to receive Expedited Payments, and the time at which you attempt to submit a Payment for expedited delivery may affect whether either expedited option is available. If neither expedited option is available, the Service will indicate the earliest possible Scheduled Payment Date for your Payment using the Service's non-expedited Payment delivery processes. A Payment designated for expedited delivery is processed immediately, and you may not use the Service to change or cancel the Payment once processing has begun. However, you may attempt to stop the Payment by submitting a stop payment request as provided in the terms of the Bill Pay Service. To expedite a Payment by overnight delivery of a check to the Biller, you must provide an address at which the Biller may receive deliveries by overnight delivery service. Overnight delivery is not available for post office box addresses or addresses outside the 48 contiguous states of the United States and the District of Columbia. Each time you use an option to expedite a Payment, you authorize us to charge the applicable fee to your Payment Account. Each fee will be debited from your Payment Account as a separate transaction. Expediting a Payment is a convenient way to quickly pay a Biller in order to avoid late fees, default, or service interruption. However, if you wish to avoid the additional cost associated with using an expedited option, you should use the Bill Pay Service to schedule Payments sufficiently in advance of Due Dates so that the Payments timely may be delivered to your Billers using the Service's non-expedited Payment delivery processes.

5.07 Method of Payment. Except in cases where the Service allows you to select a payment method, we reserve the right to select, in our sole discretion, the method by which to remit any Payment on your behalf to any Biller. Methods we select may include an electronic payment, a check made payable to the Biller and drawn on our account, a check made payable to the Biller and drawn on your Payment Account, or any other method for remittance of funds that we may elect to use. In addition, certain Payments may be processed using a prepaid, single-use virtual card. Please note in the event your Payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller. When you use the Bill Pay Service to enter instructions for a Payment, you authorize us to complete the Payment using any of these methods. If we elect to remit a Payment by means of check drawn on your account, you expressly authorize us to execute such check on your behalf notwithstanding any resolution, signature card, or other document filed with us that purports to limit authority over your Payment Account (including, without limitation, any document which provides for multiple signatures on any check or draft), whether currently on file or submitted or modified in the future. You agree to submit instructions for a Payment only when there are or will be sufficient funds in the Payment Account to cover both that Payment and any other items or charges to be paid from the Payment Account. Depending on the method we choose for remittance of a Payment, funds for the Payment may be debited from your Payment Account electronically on or about the Scheduled Payment Date or may not be debited until the Payment item we issued to the Biller is presented for payment, which may be before or after the Scheduled Payment Date. You are responsible for ensuring that sufficient funds will be available in the Payment Account whenever that Payment item might be presented. In any event, to the fullest extent allowed by law, we reserve the right to debit your Payment

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Account in the amount of any Scheduled Payment at the time you enter instructions for the Payment or at any time thereafter as we deem necessary or convenient to ensure the successful completion of the Payment.

5.08 Cancelling or Changing a Scheduled Payment. You may cancel or change any Scheduled Payment (including recurring payments) that has not begun processing by following the instructions within the Bill Pay Service. Once the Service has begun processing a Scheduled Payment, you cannot cancel or edit the Scheduled Payment using the Service, but you may be able to stop the Scheduled Payment by submitting a stop payment request.

5.09 Stop Payment Requests. If you wish to stop a Scheduled Payment once it has begun processing, you should call us at the number provided in the "Errors or Questions" section of this Agreement as soon as possible. We also may require you to make your request in writing, as provided in the agreement governing your Payment Account. Our ability to stop any Scheduled Payment will depend on both the method used to make that payment and when you contact us. Some Scheduled Payments cannot be stopped once processing has begun. For Scheduled Payments that can be stopped, we must receive your stop payment request in sufficient time to allow the Payment to be cancelled, which generally will be at least three (3) business days before the Scheduled Payment Date. If we are unable to stop your Scheduled Payment, the Payment will be processed according to your original instructions for the Payment, and we will have no liability for failing to stop the Scheduled Payment, subject to the requirements of applicable law. Stop payment requests are subject to applicable fees and charges as provided in the agreement and disclosures governing your Payment Account.

5.10 Payment Guarantee. Subject to the limitations, terms and conditions of this Agreement, we will reimburse you for any late payment fees or penalties you are required to pay, up to a maximum of $50.00 per Scheduled Payment, as a result of the failure of a Biller to receive a Payment made through the Bill Pay Service by the Due Date, subject to the following conditions:

- Sufficient collected funds must be on deposit in the Payment Account to cover the amount of the Payment.
- You must properly enter instructions for the Payment and schedule the Payment so that it may arrive on or in advance of the Due Date in accordance with the terms of this Agreement.
- The Biller must be a business.
- The late payment fee or penalty, or the method of its calculation, must be published by the Biller prior to the Due Date.
- You must otherwise be in compliance with the terms and conditions of this Agreement.

5.11 Returned Payments; Payments Sent to You. Payments made through the Bill Pay Service may occasionally be returned for various reasons. These reasons may include, for example, a change in the Biller's address, incorrect information about the Biller or your account number with the Biller, or problems or issues associated with your account with the Biller. In the event a Payment is returned, you authorize us either to research and correct the returned Payment and resubmit it to your Biller or to void the Payment and credit the amount of the Payment to your Payment Account, in our discretion and without liability to you. In the event a Payment is sent for credit to your applicable Service Account through the Bill Pay Service, you authorize us to credit

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your Service Account accordingly.

5.12 Stale-Dated Checks. When Payments are made to Billers by the issuance of checks, such checks may become void after a reasonable amount of time has elapsed. We reserve the right, at our option and without notice to you, and without liability to you, to pay or not to pay any such check that is presented to us for payment after any applicable expiration date. If an expired check is presented for payment and we determine not to pay it, we will void the check, and if the funds represented by the check were previously debited from your Payment Account, we will credit your Payment Account in the amount of the check.

5.13 Insufficient Funds; Failed Payments. If there are insufficient funds in your Payment Account to complete a Payment transaction you have initiated, we may either refuse to process the transaction or complete the transaction, with or without overdrawing the Payment Account, in our sole and absolute discretion. Subject to the requirements of applicable law, you are responsible for the amount of any Payment transaction we complete on your behalf, as well as applicable fees and charges, whether or not your Payment Account becomes overdrawn. Our election to execute any Payment transaction if or when you have insufficient funds in your Payment Account to cover such transaction in no way obligates us to execute any other Payment transaction if or when you have insufficient funds. You further agree that:

(i) Upon demand, you will reimburse us immediately in the amount of any Payment transaction that we have executed on your behalf;
(ii) We may make repeated attempts in our discretion to debit your Payment Account for the amount of any Payment transaction that we execute on your behalf, including, but not limited to, debit by ACH transaction;
(iii) If we complete a Payment transaction on your behalf and you do not have sufficient funds in your Payment Account to cover such transaction, (x) we may assess our standard paid overdraft item/returned item fee, as in effect and disclosed in our pricing schedules at such time, against your Payment Account, whether or not we overdraw your Payment Account, and/or (y) we may cancel, suspend, or limit your use of the Bill Pay Service and/or your Payment Account without notice, and/or exercise any other rights or remedies available to us;
(iv) You will reimburse us for any fees or costs we incur in attempting to collect the amount of any executed Payment transaction from you to the fullest extent allowed by law; and
(v) We are authorized to report the facts concerning the collection or recovery of any Payment transaction to any credit or consumer reporting agency.

VI. Bill Presentment Service

6.01 Terms and Definitions. The following terms and definitions apply with respect to the Bill Presentment Service:

- "Presenter" means a party who from time to time presents a bill, statement, or invoice to you for amounts due.
- "E-Bill" means a bill, statement, or invoice for amounts due from you that is electronically submitted by a Presenter to you through the Service.

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6.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Bill Presentment Service enables you to receive E-Bills from Presenters that you may view on your Device.

6.03 Activation. You may activate the Bill Presentment Service by logging in to the Online Banking Service and following the activation instructions. The presentment of your first E-Bill may vary from Presenter to Presenter and may take up to sixty (60) days, depending on the billing cycle of the Presenter. Each Presenter reserves the right to accept or deny your request to receive E-Bills. Each Presenter also will determine, in its sole discretion, whether you may receive a paper copy of your bills in addition to your E-Bills. While your E-Bills are being activated it is your responsibility to keep your accounts with your Presenters current. You agree that you will not activate the Service with respect to any Presenter unless you are entitled to receive the billing and account information from that Presenter.

6.04 Authorization. When you activate Bill Presentment Service for any Presenter, you authorize and direct us (i) to notify the Presenter of your request to receive E-Bills, (ii) to obtain E-Bills and related billing data from that Presenter on your behalf, and (iii) to provide the information requested by the Presenter about you and each account for which you request E-Bills from the Presenter, including, without limitation, your name, address, and e-mail address. For some Presenters, you will be asked to provide us with your user name and password for that Presenter. By providing us with such information, you authorize us to use the information to obtain your bill data from that Presenter.

6.05 Notification. When you are logged in to the Service you may receive notifications about new E-Bills, receive delivery of E-Bills, and view E-Bills. In addition to notification within the Service, we may, in our discretion, send an e-mail notification about a new E-Bill to your Service Email Address. We shall have no liability if you fail to receive a notification about any new E-Bill, regardless of the cause for such failure. In any event, it is your responsibility to periodically log in to the Service and check on the delivery of new E-Bills.

6.06 Your Responsibility for Reviewing E-Bills. We have no responsibility for the accuracy of any E-Bill. You are solely responsible for (i) reviewing your E-Bills, (ii) contacting the Presenter directly if you do not timely receive an E-Bill, if you dispute or have any questions about an E-Bill, or if you need a copy of a previously delivered E-Bill, and (iii) timely paying of all of your E-Bills. We shall have no liability if you fail to receive an E-Bill from any Presenter in a timely manner, regardless of the cause for such failure. Your activation of the Bill Presentment Service does not alter your liability or obligations that exist between you and your Presenters.

6.07 Updating Information. It is solely your responsibility to obtain and maintain all user names and passwords required by any Presenter to access the Presenter's website, and to update or otherwise change your personal information (such as name, address, phone numbers and email addresses) with any Presenter that submits E-Bills to you. You cannot make changes to this information using the Service, and you must contact your Presenter directly to make any changes.

6.08 Cancellation of Bill Presentment Service. Any Presenter may cancel the presentment

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of E-Bills at any time without notice to you. You may cancel the Bill Presentment Service at any time with respect to any Presenter by following the applicable cancellation instructions within the Service. We will notify the Presenter if you cancel the Service with respect to that Presenter, but you are solely responsible for making arrangements with that Presenter for an alternative form of bill delivery. The period of time between your cancellation of the Service and your receipt of bills in an alternative form varies from Presenter to Presenter and may take up to sixty (60) days, depending on the Presenter's billing cycle. Once you have cancelled the Service with respect to a Presenter, we have no responsibility to deliver any E-Bill from that Presenter, including E-Bills already in process at the time of cancellation.

VII. Online Statements Service

7.01 Terms and Definitions. The following terms and definitions apply with respect to the Online Statements Service:

- "Online Statement" means any electronic periodic statement or transaction history we provide for an Online Statement Account in connection with the Online Statements Service.
- "Online Statements Account" means any Service Account which is enrolled in or otherwise eligible for the Online Statements Service. We may at any time, in our discretion, qualify or disqualify any Service Account for eligibility as an Online Statements Account.
- "Other Statement Material" means electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual privacy notice.

7.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Online Statements Service provides you with an electronic version of your eligible Service Account statements or transaction histories that you may view, save to your Device and/or print at your convenience. The Service also may include the electronic delivery to you of Other Statement Material. You acknowledge and confirm that your acceptance of the Consent for Electronic Communications and Disclosures in connection with your enrollment in the Online Banking Service applies to Online Statements and Other Statement Material that you may receive through the Service. You may review the Consent for Electronic Communications and Disclosures at the Online Banking Service website.

7.03 Activation. You may activate the Online Statements Service by logging in to the Online Banking Service and following the activation instructions. Subject to the terms of this Agreement, when you initially enroll in the Online Banking Service we may automatically activate the Online Statements Service for all of your eligible Online Statements Accounts. We also reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for eligible Online Statements Accounts that you may open following your initial enrollment in the Online Banking Service. In any event, you may at any time activate the Online Statements Service for any such Online Statements Account if we have not activated it. Upon activation of the Online Statements Service for an Online Statements Account, any mailed, paper statements (including any cancelled checks or check images, as applicable) that you were receiving for that account will be discontinued, and all subsequent periodic statements for the

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account will be furnished electronically. If we have been mailing paper statements to you, we may continue to do so (as well as provide electronic versions of the statements) for approximately one (1) month following activation of the Online Statements Service. In our discretion, we also may electronically furnish you with Other Statement Material that relates to your Online Statements Accounts, as provided in this Agreement. If you cancel the Online Statements Service for any Online Statements Account and should later wish to re-activate the Online Statements Service for that account, you must follow the instructions we provide for re-activation. You acknowledge and agree that the re-activated Online Statements Service will be provided subject to the terms and conditions then in effect.

7.04 Accessing Online Statements and Other Statement Material. We will post the periodic Online Statements for your Online Statements Account(s), and any applicable Other Statement Material, in the Online Banking Service. In order to access the Online Statements, you must login to the Online Banking Service and click on the "Online Statements" link. We reserve the right to set and change the period of time for which Online Statements are accessible in the Online Banking Service from time to time in our discretion, and different Online Statements Accounts may have different accessibility periods for their Online Statements. In any event, any Online Statement may be accessed through the Online Banking Service for at least eighteen (18) months following its initial posting. Other Statement Material may not be accessible for as long as Online Statements. Please call us at the telephone number provided in the "Errors or Questions" section of this Agreement for current information about periods of accessibility. You acknowledge and agree that it is your responsibility to download and save in electronic form, or print and retain, your Online Statements and any applicable Other Statement Material for your records before they become unavailable. If you need a paper copy of an Online Statement or Other Statement Material that is no longer available through the Service, you should contact the branch where you opened your account (applicable copy and research fees may apply and availability is subject to our record retention policies and procedures). We reserve the right to, and you agree that we may, provide you with Online Statements and Other Statement Material via e-mail transmitted to your Service Email Address instead of posting them within the Online Banking Service, at any time and in our discretion. You agree to notify us as soon as possible in the event that you experience any technical difficulties in accessing any Online Statements or Other Statement Material. You may notify us by calling us at the telephone number provided in the "Errors or Questions" section of this Agreement.

7.05 Notification. Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the periodic Online Statements and Other Statement Material as they are posted within the Online Banking Service without any notification to do so from us. However, we may in our discretion send a notification to your Service Email Address or otherwise furnish you with notification (including notification within the Online Banking Service) when Online Statements and/or Other Statement Material is available. You agree to regularly and periodically log in to the Online Banking Service in order to read and review current Online Statements and any Other Statement Material that may be posted.

7.06 Review of Online Statements. The agreements and disclosures governing your Online Statements Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements or transaction histories and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and

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review of the Online Statements.

7.07 Further Action. The Online Statements Service system generally is designed to automatically activate Online Statements for all of your existing Online Statements Accounts upon your enrollment in the Online Banking Service. However, technical limitations and specific circumstances may in some cases prevent Online Statements activation for some or all of your Online Statements Accounts. We reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for these Online Statements Accounts if and when we are able to overcome or correct such technical limitations and circumstances. However, in our discretion, we may require you to confirm your assent to the electronic delivery of Online Statements and Other Statement Material from time to time, and we reserve the right to withhold the delivery of these electronic records for any Online Statements Account until you have confirmed or reconfirmed your assent to electronic delivery.

7.08 Service Condition. We reserve the right to require your use of the Online Statements Service as a condition for your continued enrollment in and use of the Online Banking Service and other related Services. If we exercise this right, any termination of the Online Statements Service may result in termination of the Online Banking Service and related Services.

Also, Online Statements may be an eligibility requirement for certain financial products and services you have obtained from us or for certain features and benefits related to those products and services. Cancellation of Online Statements may therefore result in the modification of terms and features of such products and services or in the conversion of such products and services to different products and services. If you are a consumer, please refer to the Consent for Electronic Communications and Disclosures for other terms and conditions regarding the withdrawal of consent for electronic disclosures. You may review the Consent for Electronic Communications and Disclosures at www.regions.com.

7.09 Cancellation of Online Statements. You may cancel Online Statements with respect to one or more of your Online Statements Accounts by following the applicable instructions in the Online Banking Service application. If Online Statements are cancelled for any Online Statements Account, we will begin furnishing you with paper statements for such account, together with paper copies of material that accompanies such statements, if and as provided by and according to the terms and conditions governing the account, beginning with the periodic statement next following the cancellation of the Online Statements Service. However, you agree that we shall in any event have a reasonable opportunity to act upon your cancellation of the Service. Cancellation of your enrollment in the Online Banking Service will automatically result in the cancellation of Online Statements with respect to all Online Statements Accounts. Certain changes to your Online Statements Accounts (e.g., removing your name from the account) also may have the effect of cancelling Online Statements for such accounts.

VIII. Mobile Banking Service

8.01 Terms and Definitions. The following terms and definitions apply with respect to the Mobile Banking Service:

- "License" means a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to download, install and use the Mobile Banking Service software

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on a Wireless Device within the United States and its territories.

8.02 General Description of Service. Subject to the terms and conditions of this Agreement, the Mobile Banking Service allows you to use a Wireless Device to access available Service Account information, to make payments to eligible payees, and to perform such other transactions as described in the Mobile Banking tab in the Online Banking Service. In order to use the Mobile Banking Service, you must first enroll for, and maintain enrollment in, the Online Banking Service, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service terms and this Agreement. Cancellation of your enrollment in the Online Banking Service may result in the cancellation of the Mobile Banking Service.

8.03 Use of the Mobile Banking Service. When you enroll in the Mobile Banking Service, designated available Service Accounts and eligible payees and funds transferees linked to you through the use of other Services will be accessible through the Mobile Banking Service. The Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Service before you actually do so, and then that you always use the Service in accordance with the instructions we provide. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Service software. We may change or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Service or your Wireless Device. We reserve the right to modify the scope of the Service at any time. We reserve the right to refuse to execute any transaction you request through the Service. You agree and understand that the Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

8.04 Relationship to Other Agreements. You agree that when you use the Mobile Banking Service you remain bound by the terms and conditions of all your existing agreements with us (including, but not limited to, the terms and provisions applicable to each Service that may be accessible through the Mobile Banking Service) and that the terms of the Mobile Banking Service do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms of the Mobile Banking Service. Any agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remains in full force and effect. You understand that other agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of the Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, including while downloading the Service software, receiving or sending Service text messages, or other use of your Wireless Device when using the Service software or other products and services provided through the Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with the

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Mobile Banking Service, you will contact us directly.

8.05 <u>Software License Agreement</u>. Subject to your compliance with the terms of the Mobile Banking Service and the terms of this Agreement, you are hereby granted the License. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Mobile Banking Service software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Banking Service, (iii) your deletion of the Mobile Banking Service software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your Wireless Device. In the event of revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

8.06 <u>Additional Usage Obligations</u>. When you use the Mobile Banking Service to access your Service Accounts, you agree to the following terms (which terms shall survive any revocation of the License):

a. *Account Ownership/Accurate Information*. You represent that you are the legal owner of the Service Accounts and other financial information which may be accessed through the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
b. *Proprietary Rights*. You are permitted to use content delivered to you through the Mobile Banking Service only in connection with your proper use of the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, any Service software or other mobile phone applications associated with the Service.
c. *User Conduct*. You agree not to use the Mobile Banking Service or the content or information delivered through the Service in any way that would (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Service, (ix) interfere with or disrupt the use of the Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.
d. *No Commercial Use or Re-Sale*. You agree that the Mobile Banking Service is for

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personal use only. You agree not to resell or make commercial use of the Service.

e. *Exercise of Caution*. You agree to exercise caution when utilizing the Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

f. *Indemnification*. Without limiting any of your other obligations to us under this Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your Service Account, of any intellectual property or other right of anyone.

8.07 <u>Mobile Banking Service Limitations</u>.

a. *Loss of Data*. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Service.

b. *Operational Availability*. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.

c. *Errors and Delays*. Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and services available through other Services or at our Online Banking Service website may not be available using the Mobile Banking Service.

d. *Nonsupported Carriers and Devices*. The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using the Service.

8.08 <u>Biometric Technology</u>. We may make biometric identification available as Access Credentials for the Mobile Banking Service for Wireless Devices that support such technology. Biometric identification technology measures a person's unique physical characteristics (e.g., fingerprint, voice, facial characteristics, etc.) to authenticate and confirm the identity of the person. If you enable biometric identification as Access Credentials, you acknowledge and agree that anyone whose biometric profile is saved on your Wireless Device will be able to access and use the Mobile

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Banking Service on your Wireless Device through biometric identification. If anyone has a biometric profile saved on your Wireless Device and you do not want that person to be able to access and use the Mobile Banking Service on your Wireless Device, then you should not enable biometric identification as Access Credentials. We neither control, store, nor have access to the biometric profiles saved on your Wireless Device. Biometric identification can be used in connection with only one Mobile Banking Service user login at a time on a Wireless Device. We are not responsible for the performance and functionality of biometric identification technology on your Wireless Device, and we may ask you to login to the Service using other Access Credentials if biometric identification is not working properly.

IX. Zelle® and Other Payment Services; External Transfer Service

Part A – Zelle® and Other Payment Services

1. <u>Terms and Definitions.</u> The following terms and definitions apply with respect to Zelle® and Other Payment Services.

- "Eligible Account" means a User's account with a financial institution to which or from which payments may be sent using the Zelle® Payment Service or Other Payment Services, as determined by the terms, conditions, and rules of the financial institution, the Zelle Network®, and the Payment Network, as applicable. Generally, only accounts held by natural persons will qualify as Eligible Accounts, and accounts held by entities or institutions generally will not qualify as Eligible Accounts, unless such accounts are eligible for and participating in the Zelle® Small Business Service.
- "Network Financial Institution" means any financial institution that is a member of the Zelle Network®.
- "Payment Instruction" means the information provided for a payment to be made through the P2P Services.
- "Payment Network" means a debit or credit payment network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- "Other Payment Services" means any payment service whereby a payment transaction is scheduled or transmitted outside the Zelle Network®.
- "P2P Service" means the Zelle® Payment Service or Other Payment Services, depending on which service is being used, and "P2P Services" means, collectively, the Zelle® Payment Service and Other Payment Services.
- "Receiver" means a person that is sent a Payment Instruction through the P2P Services.
- "Requestor" means a person or entity who requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- "Sender" means a person or entity that sends a Payment Instruction through the P2P Services.
- "User" means you and others who are enrolled directly with Zelle® or enrolled with a Network Financial Institution or who otherwise use the Other Payment Services.
- "Zelle® Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle® Payment Service.

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- "Zelle® Payment Service" means the payment service whereby the payment transaction is scheduled or made over the Zelle Network®.
- "Zelle® Small Business Service" means functionality, to the extent made available by us, that enables a User to use a business account to (i) send Zelle® Payment Requests through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services for non-personal, business purposes. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of "Zelle® Payment Service". Section III (Electronic Fund Transfer Disclosure to Consumers) does not apply to the Zelle® Small Business Service.

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

2. General Description of Services.

a. *Zelle® Payment Service*. We have joined with the Zelle Network® ("Zelle®") to provide a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. The Zelle® Payment Service allows for the delivery of payments to Users who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. Zelle® payments are not instantaneous. Payment delivery speed may vary based upon the fraud, risk, and other funds availability policies of each financial institution and Payment Network availability. Please note that when you make a Zelle® payment your Eligible Account must have a sufficient available balance to cover the payment at the time the Zelle® Payment Service attempts to execute the payment. The Zelle® Payment Service will not draw on any overdraft protection funding account that may be linked to your Eligible Account, so if your Eligible Account lacks a sufficient available balance to cover a Zelle® payment at the time the Zelle® Payment Service attempts to execute the payment, the payment may be rejected. However, once the Zelle® Payment Service successfully executes a Zelle® payment based on sufficient available funds at that time, it is possible that the payment may overdraw your Eligible Account or draw funds from a linked overdraft protection funding account in nightly transaction processing for the Eligible Account depending on the number and amount of additional items that are presented against the Eligible Account in nightly transaction processing.

b. *Other Payment Services*. In addition to the Zelle® Payment Service, we provide Other Payment Services. Other Payment Services allow you to send money to a Receiver if you provide the Eligible Account information and other contact information for the Receiver and the transaction otherwise cannot be sent through Zelle®. You also may use Other Payment Services to schedule a one-time payment to a Receiver for which

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processing will be initiated at a later specified date up to one (1) year in the future, or to schedule a recurring series of payments to a Receiver for which processing will be initiated on dates you specify. Other Payment Service payments are not instantaneous. Payment delivery speed may vary based upon the fraud, risk, and other funds availability policies of each financial institution and Payment Network availability. Although future-dated payments and recurring payments may be scheduled using Other Payments Services outside of Zelle®, we may ultimately send those transactions via Zelle® when the applicable date of payment arrives, and to the extent we use Zelle® to send the payment transaction, the transaction is part of the Zelle® Payment Service, not the Other Payment Services.

c. *Other Service Features.* The P2P Services enable you: (i) to initiate a Payment Instruction from an Eligible Account to an Eligible Account at a U.S. financial institution; and/or (ii) to receive a payment from another person into an Eligible Account, in U.S. dollars. All payments must be sent or received through our Online Banking Service website or within our mobile banking application and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of Zelle® payments may be made through other locations, such as the Zelle® mobile handset application ("Zelle® Standalone Locations"), and if you choose to initiate or receive a payment at a Zelle® Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle® Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the P2P Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. For P2P Services customer service, please call us at the telephone number provided in the "Errors or Questions" section of this Agreement. THE P2P SERVICES ARE INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE P2P SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

3. Payment Authorization and Payment Remittance.

a. *Personal Use of Service.* When you enroll to use a P2P Service or when you permit others whom you have authorized to act on your behalf to use or access a P2P Service, you agree to the terms and conditions of that P2P Service, as set forth in this Agreement. You further agree to comply with and to be bound by any terms or instructions set forth in any on-screen help or instructional material we provide in connection with the P2P Service. You represent that you have the authority to authorize debits and credits to the enrolled Eligible Account. You agree that you will not authorize a third party to use the P2P Services or share your credentials with a third party to use the P2P Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Except for Eligible Accounts that are participating in the Zelle® Small Business Service, (i) the P2P Services are intended for personal, not business or commercial use; (ii) you agree that you will not use the P2P Services to send or receive payments in connection with

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your business or commercial enterprise; (iii) we reserve the right to decline your enrollment if we believe that you are enrolling to use a P2P Service with your business account or to receive business or commercial payments; and (iv) we further reserve the right to suspend or terminate your use of a P2P Service if we believe that you are using the P2P Service for business or commercial purposes. We further reserve the right to suspend or terminate your use of a P2P Service if we believe that you are using the P2P Service for any unlawful purpose.

b. *Enrollment in the Zelle® Payment Service.* You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle® Payment Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your Eligible Account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or in conjunction with a Zelle® Payment Request submitted by you to that User. If at any time while you are enrolled you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one Eligible Account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile.

c. *Authorization to Execute Payment Instructions.* By providing us with names, mobile telephone numbers, and email addresses of Receivers to whom you wish to direct Zelle® payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. Once enrolled in Zelle®, you also authorize us to credit your Eligible Account for payments remitted to you on behalf of a Sender via Zelle® without further approval from you. By providing us with names, Eligible Account information and other contact information for Receivers to whom you wish to direct payments via Other Payment Services, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. You also authorize us to credit your Eligible Account for payments remitted to you on behalf of a Sender via Other Payment Services without further approval from you. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Online Banking Service website or within our mobile banking

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application) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

d. *Account Names and Numbers.* You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose not to investigate discrepancies between account names and account numbers. Subject to the requirements of applicable law, and except as otherwise expressly provided in this Agreement, we have no responsibility to investigate discrepancies between account names and account numbers.

e. *Payments You Receive.* You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

f. *Accuracy of Information.* It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the P2P Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

g. *Acts and Omissions of Payment Networks; Recovery of Payments.* We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with automated clearing house rules with respect to the recovery of payments made through the P2P Services unless the transaction is transmitted through the automated clearing house. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

4. Sending Payments.

a. *Payment Types.* You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the P2P Services by you

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shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your Eligible Account. Once processing for a Payment Instruction has begun, you will have no ability to stop it. You may (i) initiate a one-time Payment Instruction to a Receiver via Zelle® for which processing shall be initiated immediately, (ii) schedule a one-time Payment Instruction to a Receiver via Other Payment Services for which processing shall be initiated at a later specified date up to one (1) year in the future, or (iii) schedule a recurring series of Payment Instructions to a Receiver via Other Payment Services for which processing shall be initiated on the specified dates. Further details about each of these options can be found in the P2P Service application in our Online Banking Service website or within our mobile banking application.

b. *Processing of Payment Instructions.* Payment Instructions initiated to Receivers are processed in two ways. For Other Payment Services, you can provide all the required information about the Receiver necessary to complete a transfer of funds, including his/her Eligible Account information. Alternatively, for a Zelle® transaction, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and, if the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle® Standalone Location and then (ii) provide Eligible Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle®, completion of the Payment Instruction, and receipt of the payment. If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.

c. *Zelle® Payments.* For Zelle® payments, you can initiate a Payment Instruction using the Receiver's email address or mobile number, and the Zelle® Payment Service will validate the eligibility of the Receiver to receive a payment via Zelle® prior to transferring the funds. In most cases, when you send money using Zelle®, the transfer will occur in minutes; however, there are circumstances when delivery of the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the Receiver. If you are sending money to someone who has not enrolled as a User with Zelle®, either via a Zelle® Standalone Location or a Network Financial Institution, he/she will receive a text or email notification instructing him/her on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email or push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial

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institutions that could delay or prevent your money from being delivered to the intended Receiver. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's account (even if debited or withdrawn from your Eligible Account) may be delayed if the Receiver has not enrolled in Zelle®. The Zelle® Payment Service application in our Online Banking Service website or within our mobile banking application may contain additional information regarding the delivery of a payment to a Receiver. The Zelle® Payment Service application in our Online Banking Service website or within our mobile banking application may in some cases indicate that a Zelle® payment will require more than a Business Day to be completed. In such cases, you understand and agree that the processing of the Payment Instruction will begin and the debiting of your Eligible Account will occur as early as the day you submit the Payment Instruction. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Account any earlier than the next Business Day following the day you submit the Payment Instruction.

d. *Other Payment Services.* You may initiate a Payment Instruction via Other Payment Services using the Receiver's Eligible Account information. If you request a one-time Payment Instruction to be initiated on a specified future date or a recurring series of Payment Instruction to be initiated on specified future dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Account will occur as early as the specified date(s). However, depending on the options made available to you in the Other Payment Services application, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Account any earlier than the next Business Day following the specified date.

e. *Receiver Information for Zelle® Transactions.* As to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that we will begin to process the requested transfer of funds to the Receiver via Zelle® once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction via Zelle® shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

5. Receiving Payments.

a. *Authorization to Credit Your Account.* All transfers of money to you shall be performed by a Network Financial Institution at the direction of that Network Financial Institution's customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a Zelle® transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you

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have no ability to stop the transfer. By using a P2P Service, you authorize us to initiate credit entries to the Eligible Account you have enrolled. If another person wants to initiate a Payment Instruction via Zelle® (including in response to a Zelle® Payment Request, if applicable) using the Zelle® Payment Service to an Eligible Account you hold, he/she can do that from his/her Eligible Account at a financial institution that participates in the Zelle® Payment Service or at a Zelle® Standalone Location. If you as a Requestor want to initiate a Zelle® Payment Request, you can do that from the Zelle® Payment Service application in our Online Banking Service website or within our mobile banking application or at a Zelle® Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

b. *Delivery of Zelle® Payments.* For payments via Zelle®, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email or push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Account, such as providing additional information if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Account and us (including through the Online Banking Service website) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you via Zelle®, and, as a Receiver, you may receive Zelle® Payment Requests from others through the Zelle® Payment Service.

c. *Improper Transfers.* In the event that funds are transferred into your Eligible Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the Sender, because there were not sufficient funds in the Sender's account, or because of any other reason, you hereby authorize us or our service provider to withdraw from your Eligible Account an amount equal to the amount of funds improperly transferred to you.

d. *Funds Availability.* Zelle® payments credited to your Eligible Account with us are immediately available for ATM withdrawal and electronic transaction authorization. Zelle® payments credited to your Eligible Account with us before 8:00 p.m. central time on a Business Day will be available in processing that night to cover items presented against your Eligible Account during that same Business Day. Zelle® payments credited to your Eligible Account with us on a day that is not a Business Day or after 8:00 p.m. central time on a Business Day will not be available to cover

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items in nightly processing until the next Business Day. Payments sent to you via Other Payment Services will be made available in accordance with the Funds Availability Policy applicable to your Eligible Account and the terms of the applicable Payment Network.

6. Requesting Payments via Zelle®.

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

b. *Prohibited Requests.* In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service (i) to request money for the payment or collection of an overdue or delinquent debt, (ii) to request money that is owed to another person, or (iii) to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle® Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle® Payment Requests from other Users and to send Zelle® Payment Requests only for legitimate and lawful purposes. Zelle® Payment Requests are solely between the Requestor and recipient of the Zelle® Payment Request and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle® Payment Requests in general, or to specific recipients, if we deem such Zelle® Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

c. *Fees.* If applicable, if you as a Requestor initiate a Zelle® Payment Request using the Zelle® Payment Service, you acknowledge and agree that as disclosed in the Zelle® Payment Service application in our Online Banking Service website or within our mobile banking application (i) the applicable service fee will be deducted from payments received by you from the Sender, and (ii) no service fee will be charged if you as the Requestor do not receive any payment from the individual to whom the Zelle® Payment Request is sent. Further details can be found in the Zelle® Payment Service application in our Online Banking Service website or within our mobile banking application.

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d. *Limitations on Payment Requests through the Zelle® Small Business Service*. Zelle® Small Business Service Users may not send Zelle® Payment Requests to Users enrolled with Zelle® through Zelle® Standalone Locations.

7. <u>Payment Cancellation, Stop Payment Requests, and Refused Payments.</u>

a. *Zelle® Payments*. You may cancel a Zelle® payment only if the person to whom you sent the money has not yet enrolled in Zelle®. If the person to whom you sent money has already enrolled with Zelle®, either in the Zelle® Standalone Locations or with a Network Financial Institution, then the money is sent directly to that person's Eligible Account (except as otherwise provided herein), and the transaction may not be canceled or revoked. Zelle® payments not claimed by a Receiver will be automatically cancelled fourteen (14) days after the processing of the payment begins. When a Sender initiates a Zelle® Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle®. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision not to enroll in Zelle®. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Account or use other reasonable efforts to return such payment to you as permitted by law.

b. *Other Payment Services*. The Sender may cancel the initiation of a Payment Instruction made via Other Payment Services or stop a Payment Instruction made via Other Payment Services at any time until the processing of the Payment Instruction into the Receiver's Eligible Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated and whether the Payment Instruction to the Receiver's Eligible Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so, subject to the requirements of applicable law. We may require you to submit your stop payment request or request to recover funds in writing within fourteen (14) days after you ask us to stop payment, subject to the requirements of applicable law. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the charge as then disclosed in our current pricing schedule.

8. <u>Consent to Emails and Automated Text Messages</u>. By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle® tag, and/or other alias you have enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle® tag, and/or other alias to send or receive money using the Zelle® Payment Service as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the P2P Services or related transfers between Network Financial Institutions and you. You agree

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that we may, Zelle® may, or our respective agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

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

(ii) You will immediately notify us if any email address or mobile number you have enrolled is surrendered by you or changed by you.

(iii) In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.

(iv) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.

(v) To cancel P2P Services text messaging from us, send STOP to 767666. For help or information regarding P2P Services text messaging, send HELP to 767666. You expressly consent to receipt of a text message to confirm your "STOP" request.

Your phone service provider is not the provider of the Zelle® Payment Service. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

9. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10. Returned Payments. You understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

11. Consent to Share Personal Information. Without limiting any of the other terms or provisions of this Agreement, by using the Zelle® Payment Service, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment

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transactions in accordance with our customary processes and procedures.

12. <u>Your Liability for Unauthorized Transfers.</u> The terms of this Section 12 shall apply in lieu of Section 3.04 (Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting) of this Agreement with respect to the Zelle® Payment Service to the extent the terms of this Section 12 impose lesser liability on you than the terms of Section 3.04. If for any reason the terms of this Section 12 shall be inapplicable to a transaction, then the terms of Section 3.04 shall apply. An unauthorized transfer means a transfer from your Eligible Account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with your Access Credentials by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

a. Tell us AT ONCE by contacting us as provided in the "Errors or Questions" section of this Agreement if you believe your Access Credentials have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You acknowledge and agree that time is of the essence in such situations. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you.
b. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

These liability rules only apply to Eligible Accounts used for personal, family and household purposes.

13. <u>Content Standards; Zelle® Tags</u>

a. *Content Standards.* You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the P2P Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the P2P Services, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

b. *No Monitoring Obligations*. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and

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for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the P2P Services, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the P2P Services.

c. *Zelle® Tags*. The Zelle® Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the content standards described above. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® has any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. You agree to comply with comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for Users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

14. <u>Intended Purpose of P2P Services</u>. THE P2P SERVICES ARE INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE P2P SERVICES TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR THAT YOU DO NOT TRUST. THE P2P SERVICES DO NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

Part B – External Transfer Service

1. <u>Terms and Definitions</u>. The following terms and definitions apply with respect to the External Transfer Service:

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- "Eligible Account" means an eligible Service Account you maintain with us from which you may transfer funds to an External Account, and to which you may transfer funds from an External Account, in connection with the External Transfer Service.

- "External Account" means an eligible checking, money market or savings account maintained by you with an External Account Institution to which you may transfer funds from an Eligible Account, and from which you may transfer funds to an Eligible Account, in connection with the External Transfer Service.

- "External Account Institution" means a third party financial institution where an External Account may be maintained.

2. General Description of Service. The External Transfer Service is an electronic fund transfer service whereby you may transfer funds between an Eligible Account and an External Account as described in this Agreement and in instructional materials and on-screen guides we disclose or make available to you in connection with the Service, as may be amended by us from time to time. You agree to follow such instructional materials and on-screen guides when you use the Service. The Service is not designed to be used in connection with non-consumer accounts or loan accounts, and we shall have no liability to you in the event you are unable to use the Service in connection with non-consumer accounts or loan accounts.

3. Eligibility and Verification of External Accounts. You must follow the Service instructions to establish an External Account in the Service application in order to enable the External Account for Service fund transfers. The Service application will provide a list of third party institutions that are eligible as External Account Institutions. We make no representation or warranty that all or any particular third party institutions are eligible as External Account Institutions or that any account you maintain with any third party institution is eligible as an External Account. Institutions that are eligible as External Account Institutions and accounts that are eligible as External Accounts may change from time to time without notice. You represent and warrant that each External Account you establish in connection with the Service is located in the United States. You must be a named owner on each Eligible Account and each External Account that you use in connection with the Service. You must provide the information we request in order to establish an External Account and enable it for Service fund transfers, which information may include the account type, the account number, and an identification or routing number for the External Account Institution. You authorize us to verify your External Account using such procedures and processes as we deem appropriate in our discretion. Such procedures and processes may include disclosing to and receiving from third parties (including, without limitation, the External Account Institution and our service providers) information about you, your Eligible Account, or your External Account as necessary for verification; using external databases and services; requiring you to submit proof of ownership of the External Account (including by the provision of electronic login credentials for the External Account); or using trial deposit and debit procedures. If we verify the External Account using trial deposits and debits, we will make, and you hereby authorize us to make, one or two small deposits to and offsetting debits from your External Account. You will then be asked to confirm the deposit amount in the Service application. If we are unable to verify an account through our verification processes and procedures, we will not allow you to establish the account as an External Account.

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4. Making Transfers. You may make one-time, scheduled, or recurring fund transfers between your Eligible Account and your External Account and select funds delivery timing options by following the instructional material and on-screen guides in the Service application. Available funds delivery timing options and applicable cutoff times are displayed in the Service application. Certain funds delivery timing options are subject to eligibility criteria established by us from time to time in our discretion. We may not disclose these criteria for security reasons. Your Eligible Account and/or your External Account may not always satisfy eligibility criteria for certain funds delivery timing options, and certain External Account Institutions may not be enabled to accommodate certain funds delivery timing options. Actual funds delivery speed for any funds delivery timing option offered through the Service (including, if available, next day and instant transfers) may vary based upon the fraud, risk, and other funds availability policies of each participating financial institution and upon network availability. Any instant transfer option offered through the Service may not, in fact, result in the instant delivery of funds, although funds may be debited from your Eligible Account or External Account as soon as you authorize the transaction. If you initiate a fund transfer after the applicable cutoff time on a Business Day or on a day that is not a Business Day, or if a fund transfer you have scheduled in advance falls on a day that is not a Business Day, the transaction will begin processing on the next Business Day and the funds delivery timing option you have selected will correspond to that next Business Day. When we receive a transfer instruction from you, you authorize us (i) debit your Eligible Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Eligible Account as described in Section 1 (Service Fees and Additional Charges) of Part C below; or, as applicable to (ii) credit your Eligible Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Eligible Account as described in Section 1 (Service Fees and Additional Charges) of Part C below. You also authorize us to reverse a transfer from the applicable Eligible Account or External Account if the debit is returned from the other Eligible or External 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). We reserve the right to select the method by which to complete the fund transfer, and you agree to be bound by any applicable rules or regulations that govern such method, including, without limitation, automated clearinghouse network rules. Pending the delivery of funds to the destination account, the funds may be held in a holding account maintained by us or by our service provider. In that event, you acknowledge and agree that we will not be liable to you for any compensation or interest on such funds pending delivery to the destination account.

5. Sufficient Funds. You agree that sufficient available funds will be available in your Eligible Account or External Account, as applicable, to cover any fund transfer you make through the Service at the time the transaction begins processing. Processing for standard delivery transfers generally begins three or four Business Days prior the funds delivery date, and processing for next day delivery transfers begins on the Business Day immediately prior to the funds delivery date. If there are insufficient available funds for a fund transfer you have initiated, the fund transfer may be rejected, the fund transfer may be processed thereby overdrawing your Eligible Account or External Account, as applicable, or the fund transfer may be completed without overdrawing either your Eligible Account or External Account, as applicable. In any event, subject to the prohibitions and limitations of applicable law, you shall be liable for the amount of any insufficient funds on a Service fund transfer that you initiate and we complete. If an overdraft results in your Eligible Account or External Account, you will be liable for, and you agree to

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repay, the overdraft and applicable overdraft fees according to the account terms and conditions. Without limiting any other rights or remedies we may have, you authorize us to reverse any completed fund transfer for which there are insufficient available funds and to execute such debit and credit transactions to your Eligible Account or External Account as may be necessary to reverse the fund transfer or to recover the amount of any overdraft.

6. Cancelling or Editing Fund Transfers. The Service application will display the status of the fund transfers you have scheduled. You may cancel or edit fund transfers that have not begun processing by following the instructions and on-screen guides within the Service application (certain transactions may only be cancelled and not edited). If you have scheduled a set of recurring fund transfers and you wish to cancel one of the fund transfers in the set, the Service may require you to cancel the entire set of unprocessed recurring fund transfers. Once processing has begun, you cannot cancel or edit the fund transfer using the Service application. If you wish to cancel a fund transfer that has begun processing, you should call us at the number provided in the "Errors or Questions" section of this Agreement as soon as possible. We make no representation or warranty that we will be able to cancel any fund transfer that has begun processing. If we are unable to cancel such a fund transfer, the fund transfer will be processed according to your original fund transfer instructions, and we will have no liability for failing to cancel the fund transfer, subject to the requirements of applicable law. Please also see the section of this Agreement entitled "Electronic Fund Transfer Disclosures to Consumers" for information about your right to stop preauthorized payments and transfers. Except as expressly provided in this Agreement, or except as otherwise required by law, we have no obligation to cancel, change, or stop any funds transfer that you have initiated through the Service.

7. Refused Transfers; Returned 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. Some transfers may be returned or fail for various reasons such as, but not limited to, an invalid account number for your External Account. We will use reasonable efforts to research and correct the transfer to the intended External 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 Eligible 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.

8. Authority Over Accounts. With respect to each Eligible Account or External Account you use in connection with the Service, you represent and warrant (i) that you have full transactional authority over such account, (ii) that such account has no restrictions limiting such authority, (iii) that nothing prohibits or limits your making fund transfers to and from the such account in connection with the Service, and (v) that, if you are a joint owner of such account, (x) you have been authorized by all of the other joint owners to operate such account without their consent (including without limitation to withdraw or deposit any amount of funds to such account or to even withdraw all funds from such account) and (y) we may act on your instructions regarding such account without liability to such other joint owners (the "Authority Warranty"). You agree to indemnify us and hold us harmless from and against any and all liabilities, claims, and losses we incur as a result of the breach of your Authority Warranty, including, without limitation, any liabilities to any External Account Institution or to any third party with an interest in any Eligible Account or External Account. If we

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have any reason to believe that you have breached your Authority Warranty with respect to any Eligible Account or External Account, we may disqualify such account for some or all Service transactions.

9. Accuracy of Information. You are responsible for ensuring the accuracy of any information you provide in order to use the Service (including, but not limited to, identifying information for the External Account, the account number of the External Account, and proper identification of the External Account Institution) and for informing us as soon as possible if you become aware that any 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 External 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. In the event any fund transfer instruction identifies the destination account by name and account number, the fund transfer may be executed by reference to the account number only, even if such account number does not correspond to the account name given in the instruction. Discrepancies between account names and account numbers may not be investigated. In any event, you authorize us to execute any Service fund transfer you initiate, or any change or cancellation you submit with respect to a Service fund transfer, in accordance with the information and instructions you provide through Service functions, processes, and procedures.

10. External Account Institution Conduct. You agree that we shall not be liable to you for any acts or omissions of the External Account Institution, including, without limitation, any failure of the External Account Institution properly to handle any fund transfer or to make any account you maintain with the External Account Institution available for Service fund transfers, or any action the External Account Institution takes to limit or prohibit fund transfers to or from the External Account. Subject to your rights under applicable law, you agree to resolve any errors, delays, or other problems caused by or resulting from the action or inaction of the External Account Institution directly with the External Account Institution according to the terms, conditions, and agreements governing your relationship with the External Account Institution.

Part C – Miscellaneous Terms Applicable to the Zelle® and Other Payment Services and to the External Transfer Service

1. Service Fees and Additional Charges. Transactions you make through the P2P Services and the External Transfer Service may be subject to fees. You are responsible for paying all fees associated with your use of the P2P Services and the External Transfer Service. Applicable fees will be disclosed in the applicable Service application in our Online Banking Service website or within our mobile banking application. Additional fees may apply to the use of the Zelle® Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE TRANSACTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE TRANSACTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as fees for Zelle® Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount and any additional charges that may be incurred by you from your Eligible Account. We reserve the right to change the amount of applicable fees from time to time in our discretion. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet

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service provider.

2. Transaction Limitations. We reserve the right to limit the frequency and dollar amount of Service transactions, and Service transactions may be subject to transaction, daily, and monthly limits that may change based on how you use the Service and that may be changed from time to time in our discretion (including, without limitation, for the purpose of maintaining or restoring the security of any account or electronic fund transfer system), subject to the requirements of applicable law. These limits are displayed within the Service application each time you initiate a transaction. Additionally, all transactions are subject to the terms and conditions respectively governing your Eligible Account and your External Account, as applicable. You agree not to make any transaction that is not permitted under such terms and conditions. We also may impose undisclosed limitations on Service transactions (including, but not limited to, limits on the aggregate number or dollar amount of transactions that may be outstanding at any particular time or over a period of time), and we may change those limitations from time to time in our discretion without notice to you. We maintain the confidentiality of such limitations and do not disclose them because disclosure could potentially jeopardize the security of accounts or electronic fund transfer systems.

3. Rejection of Transactions. Subject to the limitations and prohibitions of applicable law, we reserve the right to suspend, terminate, and reactivate the Service at any time and the right to reject any Service transaction or instruction in our sole discretion.

4. Payment Methods. We reserve the right to select the method by which to remit funds on your behalf through the P2P Services and the External Transfer Service, and in the event that your Eligible Account is closed or otherwise unavailable to us, the method by which to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, or paper check drawn on the account of our Service Provider or draft payment check drawn against your account.

5. Use of Mobile Subscriber Details and Device Data. In addition to any other information collection and sharing provisions in this Agreement, you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of any applicable Service. By using the Zelle® Payment Service, any other P2P Service, or the External Transfer Service you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to us or our service providers solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. See Zelle®'s Privacy Policy at https://www.zellepay.com/privacy-policy for information about how Zelle® treats your data. You may view the Regions Privacy Pledge at https://www.regions.com/about-regions/privacy-security/privacy-pledge.

6. Prohibited Payments and Transfers. The following types of payments and transfers are prohibited through the P2P Services and the External Transfer Service, and we have the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments and transfers:

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(i) Payments or transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States);

(ii) Payments or transfers that violate any law, statute, ordinance or regulation;

(iii) Payments or transfers that violate the acceptable use terms described below;

(iv) Payments or transfers related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; or (14) fines;

(v) Payments or transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes, and payments to loan sharks;

(vi) Payments or transfers relating to transactions that: (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs; (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card; (3) are for the sale of items before the seller has control or possession of the item; (4) constitute money-laundering or terrorist financing; (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing; or (6) provide credit repair or debt settlement services; and/or

(vii) Tax payments, court ordered payments (including court ordered amounts for alimony or child support), and payments of fines.

You agree that you will not use any P2P Service or the External Transfer Service to make or request payments or transfers for any of the foregoing purposes. In no event shall we or Zelle® be liable for any claims or damages resulting from your scheduling of prohibited payments or transfers.

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7. <u>Completion of Transactions</u>. We will use reasonable efforts to complete all your P2P Services and External Transfer Service transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

(i) If, through no fault of ours, your Eligible Account or External Account does not contain sufficient funds to complete the transaction or the transaction would exceed any amounts available for overdraft protection transfer (if applicable);

(ii) The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

(iii) The transaction is refused or rejected according to the terms and conditions of the Service;

(iv) You have not provided us with the correct information, including but not limited to correct transaction information, or Eligible Account or External Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,

(v) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the transaction.

Other qualifications and exceptions to our liability to you are set forth in the section of this Agreement entitled "Electronic Fund Transfer Disclosure to Consumers".

8. <u>Failed or Returned Transactions.</u> When you use a P2P Service or the External Transfer Service to send payments or transfers from your Eligible Account, you are requesting us to debit your Eligible Account in order to complete the transaction. If the transaction cannot be completed for any reason associated with your Eligible Account (for example, there are insufficient available funds in your Eligible Account to cover the transaction, or the transaction would exceed the amount available for an overdraft protection transfer (if applicable)), the transaction may or may not be completed. In certain circumstances, we may advance funds to complete a transaction, and in such circumstances we will attempt to debit your Eligible Account a second time to recover funds for the completed transaction. In some instances, you will receive a return notice from us. In each such case you agree that:

(i) You will reimburse us or our service provider immediately upon demand the amount of the transaction if the payment or transfer has been delivered but there are insufficient funds in your Eligible Account, or an insufficient available balance in your overdraft protection account (if applicable), to allow us to complete the debit processing;

(ii) We may make repeated attempts in our discretion to debit your Eligible Account for the amount of any payment or transfer that we complete on your behalf, including, but not limited to, debit by ACH transaction;

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(iii) If we complete a payment or transfer on your behalf and you do not have sufficient funds in your Eligible Account to cover such transaction, we may assess our standard paid overdraft item fee, as in effect and disclosed in our pricing schedules at such time, against your Eligible Account, whether or not we overdraw your Eligible Account, and/or we may cancel, suspend, or limit your use of the P2P Service, the External Transfer Service and/or your Eligible Account without notice, and/or exercise any other rights or remedies available to us;

(iv) You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third party collections contractor, to the fullest extent allowed by law; and

(v) We and our service provider are authorized to report the facts concerning the matter to any credit reporting agency.

9. **Acceptable Use.** You must be 18 years of age or older to enroll in the External Transfer Service, subject to the requirements of applicable law. Effective February 5, 2020, you must 18 years of age or older to enroll in the P2P Services, subject to the requirements of applicable law. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the P2P Services and the External Transfer Service, regardless of the purpose of the use, and for all communications you send through the Service. We have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the P2P Services and the External Transfer Service for communications or activities that: (i) violate any law, statute, ordinance or regulation; (ii) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (iii) defame, abuse, harass or threaten others; (iv) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (v) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (vi) impose an unreasonable or disproportionately large load on our infrastructure; (vii) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (viii) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the Service application without our prior written permission; (ix) constitute use of any device, software or routine to bypass technology protecting the Service or the Service application, or interfere or attempt to interfere, with the Service or the Service application; or (x) may cause us to lose any of the services from our internet service providers, payment processors, or other vendors. If you receive information about another person through your use of the P2P Services or the External Transfer Service, you agree to keep the information confidential and only use it in connection with your use of the P2P Services or the External Transfer Service.

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

11. **Release.** You release us and our affiliates, and our and our affiliates' respective employees

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and contractors, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you any other person using any P2P Service or the External Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

12. Liability. Subject to obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money using any P2P Service or the External Transfer Service, including without limitation, (i) any failure, through no fault on our part or on the part of Zelle®, to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using any P2P Service or the External Transfer Service.

13. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO ANY P2P SERVICE OR THE EXTERNAL TRANSFER SERVICE. WE AND ZELLE® 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 ANY P2P SERVICE OR THE EXTERNAL TRANSFER SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANTS THAT ANY P2P SERVICE OR THE EXTERNAL TRANSFER SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE P2P SERVICES AND THE EXTERNAL TRANSFER SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

14. Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, AND OUR OR ZELLE®'S RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY ANY P2P SERVICE OR THE EXTERNAL TRANSFER SERVICE, (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE EXTERNAL TRANSFER SERVICE OR IN ANY P2P SERVICE DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE EXTERNAL TRANSFER SERVICE OR TO ANY P2P SERVICE DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ANY P2P SERVICE OR THE EXTERNAL TRANSFER SERVICE OR WITH THE TERMS OF USE OF ANY P2P SERVICE OR THE EXTERNAL TRANSFER SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE P2P SERVICE OR THE EXTERNAL TRANSFER SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY

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FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, OR OUR OR ZELLE®'S RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS 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).

15. Indemnification. You acknowledge and agree that you are personally responsible for your conduct while using the P2P Services and the External Transfer Service and except as otherwise expressly provided in this Agreement, you agree to indemnify, defend and hold harmless us, Zelle®, and our and Zelle®'s respective owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use any P2P Service or the External Transfer Service, or any violation by you of the terms of use of the any P2P Service or the External Transfer Service.

16. Arbitration. You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce Section XVIII (Arbitration and Waiver of Jury Trial) against you.

X. My GreenInsights

10.01 Terms and Definitions. The following terms and definitions apply with respect to My GreenInsights:

- "Service Information" means information about your Third Party Accounts, data, passwords, user names, PINs, other log-in information, materials and other content you submit to us through My GreenInsights, together with information that we create or compile about your use of the Service or that relates to your use of the Service.

- "Third Party Accounts" means the accounts and relationships that you maintain with third party financial institutions with respect to which you may retrieve information using My GreenInsights.

10.02 General Description of Service. Subject to the terms and conditions of this Agreement, My GreenInsights is a financial information management service that provides tools and services that allow you to consolidate, track, and manage financial information from various sources within one convenient application. You may use the Service to retrieve information maintained online by third party financial institutions with which you have customer relationships, maintain accounts, or engage in financial transactions. Within the Service we may provide hyperlinks to external websites owned or operated by third parties for your convenience only. We do not sponsor or endorse whatsoever or exercise any control over the content, services or products provided on any such linked website. We have engaged MX Technologies, Inc. ("MX") as a service provider to help support the provision of the Service, and in the course of using the

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Service you may provide, or authorize the provision of, certain data and information (including, but not limited to, data and information regarding your Third Party Accounts) to MX. MX's collection, storage, and utilization of such data and information is governed by the MX Privacy Policy, which you may access at https://www.mx.com/privacy-policy. You acknowledge and agree that we will have no liability to you in the event that MX fails to perform or comply with the terms of the MX Privacy Policy.

10.03 Seek Professional Advice. My GreenInsights is not intended to provide legal, tax, or financial advice, and in providing the Service we do not act as a financial planner, tax advisor, or any other type of professional advisor. Information and guidance provided through the Service is general in nature and may not necessarily be appropriate for your situation. You should consult a qualified tax, legal, or other professional for specific advice as to your personal situation and circumstances. We make no warranty or representation regarding the results that may be obtained from the use of the Service.

10.04 Access to Your Third Party Accounts. When you use My GreenInsights to retrieve information about your Third Party Accounts, you authorize us to access on your behalf the websites of the financial institutions that maintain such Third Party Accounts in order to retrieve the Third Party Account information requested by you, and you hereby appoint us as your agent for this limited purpose. You hereby represent to us that you are a legal owner of each Third Party Account that you request us to access and that you have the right and authority to designate us as your agent in connection with your use of this Service. If any Third Party Account is owned by you jointly with other persons, you represent and warrant that each other joint owner has consented to your use of the Service in connection with that Third Party Account. You may not use the Service to initiate transactions to or from your Third Party Accounts or to provide notices or instructions affecting such Third Party Accounts to the financial institutions that maintain them. You are solely responsible for all fees and charges associated with your Third Party Accounts and for compliance with all terms and conditions governing or related to such Third Party Accounts. You acknowledge and agree that we are in no way responsible or liable for your Third Party Accounts or any products or services related to your Third Party Accounts, or for any acts or omissions by the financial institutions that maintain such Third Party Accounts, including (without limitation) any modification, interruption or discontinuance of any Third Party Account or any related product or service by such financial institutions. For all purposes of the Service, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the websites of the financial institutions that maintain your Third Party Accounts, to retrieve information, and to use such information, all as described in the terms of this Service, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person or otherwise. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that our third party service providers and contractors shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

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NON-DEPOSIT PRODUCTS INCLUDING INVESTMENTS, SECURITIES, MUTUAL FUNDS, INSURANCE PRODUCTS, CRYPTO ASSETS AND ANNUITIES ARE NOT FDIC INSURED, NOT A DEPOSIT, NOT AN OBLIGATION OF OR GUARANTEED BY REGIONS BANK, ITS AFFILIATES, OR ANY GOVERNMENT AGENCY, AND MAY LOSE VALUE.

10.05 Accuracy of Information You Provide. You agree to provide true, accurate, current and complete information about yourself and your Third Party Accounts as requested through My GreenInsights, and you agree not to misrepresent your identity or information related to your Third Party Accounts, which information may include user names, passwords or other access devices for such Third Party Accounts. You agree to keep all of such information up to date and accurate. You acknowledge that we will rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further confirmation. You acknowledge and agree that financial institutions receiving requests through the Service for the release of Third Party Account information may rely and act upon such requests. If instructions identify a financial institution and/or a Third Party Account by name and 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 acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no liability for any losses resulting directly or indirectly from any of your errors, duplications, ambiguities or misrepresentations in the information that you provide.

10.06 Verification of Instructions. You acknowledge and agree that any financial institution maintaining a Third Party Account may contact us to verify the content and authority of instructions and any changes to those instructions. You agree that we, as your agent, may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Third Party Account. You agree to allow us to authorize any financial institution that maintains a Third Party Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Third Party Account information based solely on these communications.

10.07 Communications. You authorize us to select and use any means we deem suitable to provide instructions to any financial institution that maintains a Third Party Account. These means may include banking channels, electronic means, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern applicable systems and networks, including (but not limited to) the rules and regulations of the Clearing House Interbank Payments System (CHIPS) and the National Automated Clearing House Association (NACHA).

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10.08 Information from Third Party Accounts. We have no responsibility to review Third Party Account information that is retrieved through My GreenInsights for accuracy, legality, or non-infringement, or for any other purpose. We will not be liable for technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other Service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications, or personalization settings. We make no representation or warranty that any Third Party Account information displayed through the Service is the most complete, timely, current, or up to date information relating to the Third Party Account that is available from the financial institution that maintains such Third Party Account. You should contact the financial institution that maintains your Third Party Account for verification and confirmation of any information relating to the Third Party Account. Not all types of Third Party Accounts are accessible through the Service, and we reserve the right to qualify and disqualify any types of Third Party Accounts that may be eligible for the Service in our discretion. It is your responsibility to check with the financial institutions that maintain your Third Party Accounts for restrictions regarding your retirement (401k, IRA, etc.), savings, trust, loan, custodial, business, corporate, and other account types. You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of (i) our access to your Third Party Accounts, (ii) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the Third Party Accounts, or the untimeliness of any such information, (iii) any charges imposed by any financial institution that maintains any Third Party Account, (iv) the actions or inaction of any financial institution that maintains any Third Party Account, and/or (v) any action or inaction by you in reliance on any information obtained by you from or through the Service.

10.09 Use of Service Information and Other Data; Promotion of Products and Services. By submitting Service Information, you acknowledge and agree that we may use, copy, modify, display, store, create new material from, and distribute such Service Information (i) to provide My GreenInsights to you, (ii) to contact you regarding Service status and usage and to inform you about other matters relevant to the Service and/or the information collected by or through the Service, (iii) to provide information to you about enhancements to the Service, (iv) to respond to your questions or comments about the Service, (v) to conduct surveys about the Service, (vi) to improve the operation of the Service, and (vii) as otherwise provided in this Agreement. You hereby grant us a license for the foregoing purposes, without any obligation on our part to pay fees and without any limitations beyond those expressly provided in this Agreement, and you acknowledge that we may assign such license to any third party in connection with our assignment of this Agreement and/or any or all of our rights hereunder, or our delegation of any or all of our responsibilities hereunder. You represent and warrant that you have the right to provide Service Information to us and to grant us a license for the use thereof as provided in this Agreement. You acknowledge and agree that we may use Service Information as a basis for communicating information about our products and services to you. You agree that we may display advertisements and promotions of all kinds within the Service application and interface, and you agree not to disable any technology required or utilized to serve or display such advertising. We disclaim any representation or warranty that any products or services, and/or any terms related thereto, that are advertised, promoted, or communicated to you through the Service are actually the terms that may be offered to you if you pursue such products or services or that they are the best terms available from us or in the market for such products and services. Anonymous, aggregate

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information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Service, may be used by us to conduct certain analytical research, performance tracking and benchmarking. We may publish summary or aggregate results relating to metrics comprised of research data from time to time and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. For more information about how we collect, use, share, and protect information, and about your options, please see the Privacy & Security page at www.regions.com. For more information about how MX collects, uses, shares, and protects information, and about your options, please see the MX Privacy Policy at https://www.mx.com/privacy-policy.

XI. Mobile Remote Deposit Capture Service

11.01 Terms and Definitions. The following terms and definitions apply with respect to the Mobile Remote Deposit Capture Service:

- "Check Retention Period" means a period of thirty (30) days after you transmit any check image to us and receive confirmation from us that we have received the image.
- "Mobile RDC Account" means a Service Account that is a deposit account and that is eligible for use in connection with the Mobile Remote Deposit Capture Service.
- "Mobile RDC Card" means a Service Account that is a general purpose reloadable stored value card we have issued to you and that is eligible for use in connection with the Mobile Remote Deposit Capture Service.
- "Prohibited Check" means a check or other item that you are not permitted to scan and transmit using the Mobile Remote Deposit Capture Service, as further defined in the Service terms below.
- "Reg CC" means Regulation CC of the Board of Governors of the Federal Reserve System, as amended.

11.02 Description of Service. Subject to the terms and conditions of this Agreement, the Mobile Remote Deposit Capture Service allows you to make deposits to a Mobile RDC Account and/or to load funds to a Mobile RDC Card by using your Wireless Device and the functions within our Mobile Banking Service application to scan checks and to transmit the images of the checks and associated data to us. In order to use the Service, your Wireless Device must have a functioning and supported camera, you must be enrolled in the Regions Online Banking service, and our Mobile Banking Service application must be installed on your Wireless Device. You acknowledge and agree that no transaction made through or using the Mobile Remote Deposit Capture Service is an "electronic fund transfer" as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

11.03 Checks. You agree that you will use the Mobile Remote Deposit Capture Service only to scan and transmit images of "checks", as that term is defined in Reg CC, for a deposit to your Mobile RDC Account or to load funds to your Mobile RDC Card. You agree that the image of any check that is transmitted via the Service shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You agree that you will not use the Service to scan or transmit any of the following Prohibited Checks: (i) any check that is payable to

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any person or entity other than you, (ii) any check that is prohibited by our then current procedures pertaining to the Service or that is in violation of any law, rule or regulation, (iii) any check that bears any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (iv) any check that is either a "substitute check" (as defined in Reg CC or other applicable federal law or regulation) or an "image replacement document" that purports to be a substitute check, (v) any check that is drawn on a financial institution that is located outside of the United States, (vi) any check that is a "remotely created check" as that term is defined in Reg CC, (vii) any check that is not payable in United States currency, (viii) any check that is dated more than six (6) months prior to the date of scanning and transmission, (ix) any check that is payable jointly, unless the check is being deposited to a Mobile RDC Account or loaded to a Mobile RDC Card in the name of all payees on the check, (x) any check that is payable on sight or is a payable through draft, as defined in Reg CC, (xi) any check that has any endorsement on the back other than the endorsement specified in this Agreement, (xii) any check that previously has been submitted through the Service or through any remote deposit capture service offered by any other financial institution, (xiii) when the Service is being used to make a deposit to a Mobile RDC Account, any check that is not acceptable to us for deposit into a deposit account as provided in the deposit agreement that governs your Mobile RDC Account, or (xiv) any check that is a money order, cashier's check, traveler's check, or any check that is drawn or otherwise issued by the United States Treasury Department (except to the extent our Mobile Banking Service application explicitly authorizes you to scan and transmit images of such items).

11.04 Endorsements. When you use the Mobile Remote Deposit Capture Service to transmit a check image to us, you agree to supply the following information on the back of each check in the space provided for endorsements: (i) the following restrictive verbiage: "For Regions Mobile RDC Service Only", (ii) if you are using the Service to make a deposit to your Mobile RDC Account, your Mobile RDC Account number, and (iii) your legally-binding signature to endorse the check. You agree that you will apply no restrictive, qualified, or conditional endorsement to any check in connection with your use of the Service except as we may direct, and you further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction. You agree to furnish such other information on checks as we may require from time to time.

11.05 Image Quality. Images of checks transmitted to us through the Mobile Remote Deposit Capture Service must meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. The images also must comply with

the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearing house or association.

11.06 Transmission and Receipt of Images. You agree to follow any and all procedures, instructions, and guides for use of the Mobile Remote Deposit Capture Service, and to enable or disable such Wireless Device settings (including, but not limited to, GPS or geolocation settings and camera settings), as we may require or provide from time to time. You acknowledge and agree that we may, in our discretion, use the GPS or geolocation functions on your Wireless Device to

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obtain your geolocation for fraud prevention and security purposes. We may require you to use Access Credentials to access the Service. You agree at all times to properly use such Access Credentials, to safeguard the confidentiality of such Access Credentials, and to notify us immediately if you have any reason to believe the security or confidentiality of such Access Credentials has been compromised or breached. We have no obligation to accept any check or image you transmit through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission, that we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission. An image shall be deemed received by us when you receive an electronic confirmation from us that we have received the image. Such confirmation confirms only the receipt of the image and does not confirm that the transmission was complete or error free, or that the amount of the check will be finally collected from the drawee institutions and/or credited to your Mobile RDC Account or loaded to your Mobile RDC Card. If, after we confirm the receipt of a check image, we determine that the check is a Prohibited Check, you agree that we may charge the amount of the check back to your Mobile RDC Account or Mobile RDC Card, as applicable. You agree that we will not liable to you for any loss, costs, or fees as a result of the exercise of our chargeback rights.

11.07 Contingency Plan. Because the Mobile Remote Deposit Capture Service could be unavailable from time to time for various reasons, you should not rely on the Service as the sole means of depositing checks to your Mobile RDC Account or loading funds to your Mobile RDC Card. In the event you wish to deposit any check to your Mobile RDC Account or to load funds represented by any check to your Mobile RDC Card and you are unable to transmit the image of the check to us through the Service or are unable to use the Service in compliance with the terms of this Agreement for any reason (including, without limitation, reasons related to communications, equipment or software outages, interruptions or failures), you acknowledge and agree that you are solely responsible for using alternative available means of depositing the check to your Mobile RDC Account or loading check funds to your Mobile RDC Card. Such alternative means will be governed by the terms of the agreement governing your Mobile RDC Account or Mobile RDC Card, as applicable, and not by the terms of the Mobile Remote Deposit Capture Service. You assume the risk that we may not accept a check image that you attempt to transmit through the Service. We shall have no liability to you in the event we do not accept the transmission of a check image for any reason and you subsequently have difficulty negotiating or are unable to negotiate the check due to any endorsements you may have applied to the check in your attempt to use the Service.

11.08 Your Representations and Warranties to Us; Indemnification. Each time you use the Mobile Remote Deposit Capture Service to transmit any check image to us, you represent and warrant to us that: (i) the check is not a Prohibited Check, (ii) you are entitled to enforce the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the

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drawer of the check, (ix) the check image transmitted by you to us accurately represents all of the information on the front and back of the original check as of the time that the check image was created, the electronic information accompanying the image includes an accurate record of all magnetic ink character recognition (MICR) line information required for a substitute check under Reg. CC and the amount of the check, and the image otherwise complies with the requirements of the Service (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi) no person or entity will be asked to make payment based on a check it has already paid, (xii) no bank, as defined in Reg CC, that accepts the original check for deposit will incur an indemnifiable loss under Reg CC due to the check having already been paid, (xiii) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned, (xiv) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xv) all information you have provided to us in connection with the Service and the transaction is true, accurate, and current, and (xvi) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

11.09 <u>Funds Availability</u>.

a. *Reg CC Not Applicable.* You agree that check images transmitted using the Mobile Remote Deposit Capture Service and the funds represented by the checks are not subject to the funds availability requirements of Reg CC. Except as otherwise provided in this Agreement, and subject to the requirements of applicable law or regulation, funds from any check transmitted through the Service will be available after final payment with respect to the check is made by the drawee of the check, and any credit of funds to your Mobile RDC Account or Mobile RDC Card before that time is provisional. However, we may make funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant, and/or based upon funds availability options we may offer to you in connection with the Service. You acknowledge and agree that no funds availability option we offer constitutes a promise or guarantee that check funds will finally be collected from the drawee institution and/or finally paid to you. In any event, and notwithstanding any funds availability option you may elect, we reserve a right of chargeback to your Mobile RDC Account or Mobile RDC Card, as applicable, in the event of any dishonor or nonpayment by the drawee institution, and we reserve the right to charge all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees). We also reserve the right, in any event, to

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withhold or delay the availability of any funds for such time periods as we may determine in order to mitigate risk of error, fraud, or other loss to us. We may exercise this right even if we have accepted a check image for processing and notwithstanding any funds availability option you have selected. If we determine to withhold or delay the availability of funds, we may provide you notification of such determination, but we are not obligated to do so. You agree that we may provide such notification by any means or method to which you have agreed in connection with this Agreement or the Service, including (without limitation) by text message or other electronic communication.

b. *Available for Processing Tonight*. "Available for Processing Tonight" means that check funds generally will be available to cover items presented against your Mobile RDC Account beginning with nightly processing on the same business day that we receive the check image from you. However, funds may not be available for debit, checkcard and ATM transactions until the next business day following the business day on which we receive the check image from you. In order for check funds to qualify for Available for Processing Tonight, the check image must be received by us before 8:00 p.m. central time (or such other cutoff time as may be displayed in the Service application) on a business day. Check images received by us on a day that is not a business day or after 8:00 p.m. central time (or such other cutoff time as may be displayed in the Service application) on a business day will be considered received on the next business day and will not be available to cover items in nightly processing until such next business day. Available for Processing Tonight may be subject to applicable fees, which will be disclosed before you complete the Service transaction. Available for Processing Tonight is not applicable to loads of funds to Mobile RDC Cards.

c. *Available Immediately*. "Available Immediately" means that check funds will be available immediately for all Mobile RDC Account or Mobile RDC Card transactions upon our receipt of the check image from you and upon confirmation of our approval of your request for Available Immediately. Please note however that if you transmit a check image on a business day, we must receive the check image before 8:00 p.m. central time (or such other cutoff time as may be displayed in the Service application), in order for the check funds to available in processing that night to cover items presented against your account during that same business day. Check images received by us on a day that is not a business day or after 8:00 p.m. central time (or such other cutoff time as may be displayed in the Service application) on a business day will be considered received on the next business day for purposes of nightly processing. We may approve or decline your request for Available Immediately in our sole and absolute discretion. It may take up to thirty minutes or more to review and make a decision on your request for Available Immediately. Available Immediately may be subject to applicable fees, which will be disclosed before you complete the Service transaction. Available Immediately is the only funds availability option for loads of funds to Mobile RDC Cards.

11.10 <u>Transaction Authorization</u>. By following our procedures for the transmission of check images through the Mobile Remote Deposit Capture Service and otherwise furnishing information necessary to execute Service transactions, you authorize us to credit deposits to your Mobile RDC Account or load funds to your Mobile RDC Card, as applicable, as provided in the

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terms of this Agreement. When you use the Service to load funds to your Mobile RDC Card, you agree that we, at our option, may handle the transaction in part as a check cashing transaction. If we determine to handle the transaction in this manner, you acknowledge and agree that you are authorizing and requesting us to cash the check you transmit to us and then to load the funds from that transaction to your Mobile RDC Card. Each time we accept a check image from you and credit a deposit to your Mobile RDC Account or load funds to your Mobile RDC Card, as applicable, you assign to us all of your right, title, and interest in and to the original check, with all available recourse against you (including, but not limited to, our right of chargeback to your Mobile RDC Account or Mobile RDC Card, as applicable, in the event of dishonor or nonpayment by the drawee), notwithstanding any restrictive, qualified, or conditional endorsement (including, but not limited to, any "without recourse" endorsement) you may apply to the check without direction or approval from us. Until such time as you dispose of the original check following the expiration of the Check Retention Period in accordance with the terms of this Agreement, you acknowledge and agree that you will retain custody of the original check in trust for us.

11.11 Disposal of Transmitted Checks. After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check during the Check Retention Period. During the Check Retention Period, you agree to take appropriate measures to ensure that: (i) only authorized persons will have access to the check, (ii) the information contained on the check will not be improperly disclosed, and (iii) the check will not be duplicated, further scanned and transmitted through any remote deposit capture service, and/or deposited or negotiated in any form. Promptly after the expiration of the Check Retention Period, you agree destroy the original check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation or presentment. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request.

11.12 Collection of Checks. You agree that we have the right to determine in our sole discretion the manner in which checks and images transmitted through the Mobile Remote Deposit Capture Service are cleared, presented for payment and collected. We, in our sole discretion, may select clearing agents to collect and present check images, and our selection of clearing agents shall be binding on you as though you had directly appointed such agents. We shall not be liable for the negligence or other misconduct of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents, and you agree to be bound by all laws, regulations, and clearing house and association rules that may apply to checks or images transmitted using the Service.

11.13 Transaction Limits and Other Limitations. We may from time to time impose or change limits on your use of the Mobile Remote Deposit Capture Service, including (but not limited to) limits on the dollar amount and/or the number of checks you may transmit using the Service. Any limits applicable to you may be displayed in the Service application at the time you attempt a Service transaction. We may accept or reject any transaction you attempt in excess of these limits in our discretion. We may, in our discretion, offer you the option to increase Service limits subject to the payment of applicable fees as may be disclosed in the Service application. We reserve the right to reject any Service transaction that originates outside the United States. If any Service Account is enrolled for or used in connection with any remote deposit capture service we offer, other than the Mobile Remote Deposit Capture Service, we may disqualify that Service Account

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as a Mobile RDC Account that may be used in connection with the Mobile Remote Deposit Capture Service.

11.14 Errors. You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the Mobile Remote Deposit Capture Service. You may notify us by calling us at the number provided in the "Errors or Questions" section of this Agreement or by contacting us as provided in the agreement governing your Mobile RDC Account or Mobile RDC Card, as applicable. Also, the terms of your Mobile RDC Account or Mobile RDC Card agreement, as applicable, regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remain in full force and effect and apply to transactions made through the Service. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service.

XII. Alerts

Certain Services described in this Agreement may have the capability to send you informational alerts. Such Services may from time to time provide automatic alerts and voluntary alerts. Voluntary alerts may be turned on by default as part of the Service. They may then be customized, deactivated and reactivated by you. In our sole discretion, we may add new alert types and/or discontinue alert types at any time and from time to time without notice to you. Within the applicable Service application, you may designate an email address and/or the number of a Wireless Device that accepts text messages for alerts, or if using a mobile Service application on your Wireless Device you may be able to receive alerts through a push notification system within the application (data and text message fees imposed by your mobile service provider may apply to alerts received on your Wireless Device). If the email address or Wireless Device number that you use for alerts changes, you are responsible for informing us of that change. Some alerts may include information about your financial accounts, products and services, such as an account balance or the due date for a loan payment. You should be aware that anyone with access to your email will be able to view the content of these alerts. You understand and agree that any alerts provided to you may be delayed or prevented by a variety of factors. We do not guarantee either the delivery or the accuracy of the content of any alert. You agree that we will not be liable for (i) any delays, failure to deliver, or misdirected delivery of any alert, (ii) any errors in the content of an alert, or (iii) any actions taken or not taken by you or any third party in reliance on an alert. If you wish to deactivate or opt out of any alerts you are receiving, it may be necessary in some cases for you separately to deactivate or opt out of by type or category, and deactivating or opting out of one type or category of alert will not necessarily deactivate or opt you out of other types or categories of alerts you receive.

XIII. Transaction Control Functions

We may, in our discretion, provide functions within one or more of the Service applications described in this Agreement whereby you may electronically activate settings to restrict, block, limit, or otherwise control certain Service Account transactions automatically (a "Transaction Control Function"). A Transaction Control Function may include, for example, a setting that allows you to prevent your debit card or credit card from being used for online purchases. By

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enabling or using any Transaction Control Function, you agree to the terms of, and you agree to comply with, all instructional materials, technical requirements, and on-screen guides we disclose or make available to you in connection with the Transaction Control Function, as the same may be amended by us from time to time. You are solely responsible for activating and deactivating any transaction control settings that are available through any Transaction Control Function, and you agree that we will not be liable to you or to any third party as a result of processing or handling Service Account transactions according to your transaction control settings. Any Transaction Control Function may rely on transaction information provided by third parties such as payment networks, merchants, and financial institutions. You agree that we will not be liable to you or to any third party in the event we process or handle any Service Account transaction in conflict with your transaction control settings as a result of erroneous, inaccurate, or incomplete transaction information provided by a third party. Subject to the terms and features we disclose for any particular Transaction Control Function, we will implement the transaction control settings you make as soon as reasonably practicable. However, you agree that we will not be liable to you or to any third party in the event we process or handle any Service Account transaction in conflict with a transaction control setting you have made if we have not had a reasonable opportunity to implement the setting. Our provision and your use of any Transaction Control Function does not relieve you of your responsibility to diligently monitor activity in your Service Account, to promptly review Service Account statements as they are made available to you, and to promptly report any errors or unauthorized transactions, or lost or stolen debit cards or credit cards, according to the terms and conditions of the agreements governing your Service Account.

XIV. Equipment; Security; Using Email

14.01 Equipment. You are solely responsible for obtaining and maintaining in good working order (including installation of upgrades and patches), at your expense, all equipment, hardware, software, and any telecommunications, data transmission and/or internet services that may be required in connection with the use of any of the Services. Such equipment, hardware, software, and services must meet such technical standards and specifications as we may require from time to time. Please call us at the telephone number provided in the “Errors or Questions" section of this Agreement if you have questions about technical standards and specifications. We are not responsible for any third party software that you may use in connection with any Service. Any such software is accepted by you “AS IS” and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and/or installation. We do not guarantee the compatibility of the Services with all modem types, computer systems, internet browsers, hardware and/or software. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware”, “keystroke loggers”, and/or “spyware”), problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online or wireless system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and activate available firewalls.

14.02 Protecting Your Access Credentials. You agree to keep your Access Credentials confidential, to prevent unauthorized access to your Service Accounts, and to prevent unauthorized use of the Services. You agree that, by giving your Access Credentials or making them available

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to any person or entity, you are authorizing that person or entity (i) to access your Service Accounts for the purpose of performing the transactions contemplated by the Services and (ii) and to take, on your behalf, any and all other actions that may be taken through the Online Banking Service, including (without limitation) accepting any credit offers we may make to you through the Online Banking Service. You should change elements of your Access Credentials (including login passwords) frequently. You should avoid using your ATM, debit card, or stored value card personal identification number (PIN) as a password. If your access to the Services is blocked or if you forget your Access Credentials, you may contact us at the number provided in the "Errors or Questions" section of this Agreement. You also may reset certain Access Credentials, including your password, within the Online Banking Service. We may issue new Access Credentials to you if you lose or forget you Access Credentials, although they may not be available for use in accessing the Services for several days.

14.03 Protecting Your Personal Information and Systems. In addition to protecting your Access Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other information may allow unauthorized access to your Service Accounts. You also are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control and for protecting, securing, and backing up all information and data stored in or on your Devices. For additional guidance on information security, please visit our website at www.regions.com.

14.04 Your Service Email Address. You agree to keep your Service Email Address(es), as well as your mailing address, current and updated with us at all times. To notify us of a Service Email Address or mailing address change, please call us at the telephone number provided in the "Errors or Questions" section of this Agreement during our normal business hours. You also may update your Service Email Address within the Online Banking Service. Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any Services notifications or information that we have transmitted to your Service Email Address and that has been returned "undeliverable" or otherwise rejected for delivery.

14.05 Communication by Electronic Messaging and Email. Conventional email is not a secure method of communication over the Internet, and we recommend that you not send confidential or privileged information, such as account numbers and financial information, to us by conventional email. The Message Center function in the Online Banking Service is a secure method of communication that allows messages to be sent and received within the Online Banking Service. An electronic message sent by you will not be immediately received by us. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. If you need to contact us immediately, please refer to the "Errors or Questions" section of this Agreement. You cannot use conventional email or Message Center to make a payment or remittance transaction, account inquiry, or other transfer of funds. There may be other limitations to your use of electronic messaging from time to time in effect. The following provisions apply to communications by email:

- You agree and acknowledge that the information communicated via email to or from

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us may include information regarding any or all of the Services we feel may be of added interest to you.

- You acknowledge that you have been advised and understand the risks of using email with respect to the communication of information regarding the Services and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by email or to monitor the authorization of persons using your email address to send or receive information.

- In the event you receive information from us via email that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your Device. You shall not use the information for any personal or commercial purposes.

- You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us. You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to the Services or your financial relationship with us.

- In the event that you believe that an unauthorized person has gained access to your Device or your email account, you agree to immediately notify us so that we can cease communication of information to you via email until you and we take measures jointly agreed upon to protect your financial information.

- Having acknowledged the risks associated with communicating financial information via email, you (i) agree that we have no obligation to monitor or investigate the use of your Device or your email account, or the source of any communication received from you bearing your email address, (ii) release us from any claim or liability arising from or in connection with any communications sent or received using email, and (iii) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of email as contemplated by this Agreement.

- To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of email do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions regarding the use of email.

14.06 <u>Email Fraud</u>. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). You acknowledge that we will never contact you by email in order to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree not to respond to the email, provide any information to the email sender, click on any links in the email, or

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otherwise comply with any instructions in the email. You should forward any suspected fraudulent or suspicious email to phishing@regions.com or as we otherwise may direct. You agree that we are not responsible for any losses, injuries, or harm you may incur as a result of any electronic, email, or internet fraud, subject to the requirements of applicable law.

XV. Transaction Authorization; Limitations and Exclusions

15.01 Security Procedures.

a. *Commercially Reasonable.* You represent that you have carefully considered the circumstances of your use of the Services and the transactions and activity that you will effect through the Services, and you acknowledge and agree that the Access Credentials constitute commercially reasonable security procedures under applicable law for the transactions and activity you intend to effect through the Services. You further acknowledge and agree that neither the Access Credentials nor any other security procedures that may be used in connection with any Service are designed to detect error in the transmission or content of communications or instructions made through the Service and that you bear responsibility for detecting and preventing such error. We may implement out-of-band authentication as a security procedure for certain Services. In order to use out-of-band authentication, you may be required to have a compatible telephone (including a mobile phone) and to provide us your telephone number so that we may send authentication challenges to your telephone. If we implement out-of-band authentication for a Service and you do not have the telecommunications equipment required for such authentication, or if you do not provide us with information we need in order to send authentication challenges to your telecommunications equipment, we may not allow you to use the Service. We reserve the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any Access Credentials, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in security procedures, but we may make any change in security procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed security procedures and/or continued use of the Services after any change in security procedures shall constitute your agreement to the change and your agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended. Subject to the applicable provisions of consumer protection laws and regulations, if we offer or suggest that you use any particular Access Credentials or other commercially reasonable security procedures in connection with any Service and you refuse to use such Access Credentials or other security procedures and instead use different Access Credentials or security procedures, you agree to be bound by any Service transaction, whether authorized or unauthorized, made in your name and accepted by us pursuant to such different Access Credentials or security procedures. In any event, we may not allow you to use a Service if you do not use Access Credentials or security procedures recommended or required by us with respect to such Service.

b. *Breach.* In the event of the breach of any applicable security procedures, you agree to

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assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the security procedures. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by you, your agents, law enforcement agencies, or any other third party. Any failure on your part to assist us shall be deemed an admission by you that the breach of the security procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the security procedures from you and not from a source controlled by us.

15.02 Authorization; Accuracy of Information You Provide. By providing information necessary to execute transactions and inquiries through the Service and otherwise following our procedures for the execution of transactions and inquiries, you authorize us to perform those transactions and inquiries. To the fullest extent allowed by law (and subject to the applicable provisions of consumer protection laws and regulations), you agree to be bound by (i) any and all transactions and activity entered through the Services using your Access Credentials, whether authorized or unauthorized and notwithstanding any dual or multiple signature requirement identified on the signature card, organizational resolutions, or other documents relating to your Service Accounts, and (ii) any and all transactions and activity entered through the Services that are otherwise actually authorized, confirmed or ratified by you, or with respect to which you receive benefit, or that are binding on you under the law of agency. Our records demonstrating proper use of the Access Credentials and other applicable security procedures in connection with any Service transaction or activity will be deemed conclusive proof that the transaction or activity was authorized and that you are bound by thereby. You agree and intend that the authorization of transactions through the Services shall be considered the same as your binding written signature in authorizing us to perform any action relating to the transactions requested. You authorize us to make adjustments to your Service Accounts, by debits or credits, as necessary to correct errors in Service transactions. You acknowledge and agree that any co-owner of any Service Account individually may (i) activate any applicable Service with respect to the Service Account, (ii) consent and agree to the terms and conditions for any such Service, and/or (iii) terminate any such Service, and you further acknowledge and agree that any such action will be binding upon all owners of the Service Account. You warrant and represent that any and all information and data that you provide to us with regard to your enrollment in and/or use of the Services are accurate, complete, and without error, and you agree that we may rely thereon without verification in the performance of our duties and responsibilities under this Agreement and in the execution of Service transactions and activity.

15.03 Transaction Limitations.

a. *Foreign Payments*. Unless otherwise permitted in connection with the Service you are using, you agree that you will not use the Service to make any remittance of funds to a person or entity located outside of the United States or its territories.

b. *IATs*. You agree that you will not use the Service to execute transactions that must be classified as international automated clearing house transactions (IATs) under the rules of the National Automated Clearing House Association (NACHA). An

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IAT is defined generally as a payment that has been funded internationally or is being sent to another country and a part of the transaction will be processed via the automated clearing house network. The automated clearing house network is frequently used in processing of certain transactions, including payment transactions through the Bill Pay Service. You agree not to use the Service to initiate or participate in an IAT. It is your responsibility to determine whether any transaction you intend to initiate would be an IAT and to comply with your obligation not to use the Service in connection with such a transaction. More information about IATs and NACHA's rules for IATs is available at http://www.nacha.org.

c. *Foreign Currency*. Unless otherwise permitted in connection with the Service you are using, you may not make a Payment in any currency other than U.S. dollars.

d. *Court-Ordered and Governmental Payments*. You agree that you will not use the Service to make tax payments, to make payments of alimony or child-support, to pay fines or penalties, or to make any other payment ordered by a court or governmental authority.

e. *Transfers to Accounts at Other Institutions; Securities Transactions*. Unless otherwise permitted in connection with the Service you are using, you agree that you will not use the Service to transfer funds to deposit accounts or brokerage accounts maintained with third party institutions, or to settle securities transactions (including, but not limited to, transactions involving stocks, bonds, securities, futures (forex), options, or investment interests in any entity or property).

f. *Security Limitations*. For security reasons, we may from time to time impose or modify limits or restrictions on the number, frequency, and dollar amount or types of transfers or transactions that you can make using the Services. You agree to abide and be bound by all such limitations and restrictions imposed from time to time by us, and you acknowledge and agree that such limitations and restrictions are solely for the protection of our systems and assets. We will endeavor to provide you with reasonable notice of limitations and restrictions that affect your use of the Services, but we may not provide you with notice if we believe that the confidentiality of such matters is important for the security of our systems and assets. We may refuse to process any Service transaction that we believe is fraudulent or puts our systems or assets at undue risk.

g. *Payments for Third Parties*. You agree that you will not use the Service to make any remittance of funds on behalf of a third party.

h. *Other Limitations*. Additional Service limitations and restrictions may be described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. Applicable Service instructional materials also may provide additional information regarding limitations and restrictions. You agree to abide and be bound by all applicable limitations. We reserve the right to limit, in our discretion, the use of any Service by minors, subject to the requirements of applicable law.

15.04 <u>Compliance with Laws</u>.

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a. *Illegal Purposes; Internet Gambling.* You agree not to use any Service for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations in connection with your use of the Services. You acknowledge and agree that we have no obligation to monitor, review or evaluate your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. You agree not to use any Service to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an internet or online gambling transaction. You further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

b. *OFAC.* You warrant to us that neither this Agreement nor any transaction contemplated by it will violate any currency exchange control regulations, economic or other sanctions regulations or any other legal restrictions applicable to you or to any of the transactions that will be made through your Service Accounts under this Agreement. You acknowledge and agree that certain transactions under this Agreement may be subject to regulations issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury. You further acknowledged and agree that if any transaction under this Agreement involves the payment of funds to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, we shall have the right to suspend the transaction and to "block" the funds until OFAC issues a written release to us.

15.05 Attempting Prohibited Transactions. If you use the Service to attempt any transaction that you have agreed not to make or attempt, that exceeds the restrictions or limitations provided by the Agreement, or that is otherwise prohibited by applicable agreement, law, or regulation (any such transaction, a "Prohibited Transaction"), we may process or refuse to process such Prohibited Transaction in our sole and absolute discretion and without liability to you. To the fullest extent permitted by applicable law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such Prohibited Transaction, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such Prohibited Transaction through the Service, whether such claims, liabilities, and/or damages arise under this Agreement or otherwise (including, without limitation, any claims relating to any guarantee of timely delivery of a Payment that may be provided in the Agreement). Except as required by law, we have no obligation to research or resolve any claim resulting from a Prohibited Transaction, and any research and resolution regarding any misapplied, misposted, or misdirected Prohibited Transaction will be solely your responsibility and not ours.

15.06 Delays. You agree that we shall not be liable for any nonperformance or delay in the performance of any Service resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable

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control. You further agree and acknowledge that the performance and completion of Service transactions are subject to our business days and hours of operation, our published policies and procedures, the hours of operation of our internal departments performing Service transactions, the provisions of this Agreement, and the provisions of other agreements you may have with us (including, but not limited to, the agreements governing your Service Accounts), and you agree that we shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing.

15.07 Information Obtained Through Services. Any Service Account, transaction, or activity information that is provided to you through any Service will include a date and/or time as of when such information is current. You acknowledge that such information may not reflect transactions and activity in process and may, therefore, differ from your own records. The number of records available through any Service, and the period of time during which such records may be available, will be determined by us from time to time in our discretion. We make no representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that you obtain through the use of any Services. You agree to promptly and regularly review Service Account, transaction, and activity information that is made available through applicable Services and to notify us immediately of any errors or suspected unauthorized transactions or activity by calling us at the telephone number provided in the "Errors or Questions" section of this Agreement. You agree not to rely or act upon any data or information obtained through the Services that you know, or have reason to know, is erroneous, incomplete, or not current.

15.08 Overdrafts; Transaction Processing. You agree not to use or attempt to use any Service to overdraw or exceed your credit limit on any Service Account, as applicable. You acknowledge and agree that nothing in this Agreement creates a credit facility of any kind or nature whatsoever in your favor, or any right on your part to borrow funds from us, or any obligation on our part to lend funds to you. We, in our sole and absolute discretion, and without any obligation to you whatsoever, may execute or refuse to execute any Service transaction that overdraws or exceeds your credit limit on any Service Account, as applicable. The provisions of this section are not intended to affect, annul, modify, or amend the express terms and conditions of any separate written overdraft or credit agreement between you and us. Subject to the specific terms of any agreement governing the applicable Service Account, you agree that in our daily processing of transactions we may process and execute Service transactions in any order that we choose. Without notice to you, we may change the order in which we process and execute Service transactions at any time and from time to time. We will not be liable to you for any Service transactions that overdraw or exceed the credit limit on your Service Account, as applicable, as a result of transaction processing methodologies and posting orders we use.

15.09 EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; YOUR INDEMNFICATION OF US.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

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FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SUBJECT TO THE PROVISIONS OF APPLICABLE LAW, OUR RESPONSIBILITY TO YOU UNDER THIS AGREEMENT, AND IN PERFORMING OUR DUTIES AND OBLIGATIONS WITH RESPECT TO ANY SERVICE, IS LIMITED TO THE EXERCISE OF ORDINARY CARE AND GOOD FAITH. IF WE SUBSTANTIALLY COMPLY WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH IN THIS AGREEMENT, WE SHALL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND GOOD FAITH. YOU AGREE THAT CLERICAL ERRORS AND MISTAKES DO NOT CONSTITUTE A FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR DEVICES OR RELATED EQUIPMENT OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, FINANCIAL SOFTWARE), OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE SERVICES AND ANY APPLICATION FOR DEPOSIT OR OTHER SERVICES AT OUR WEBSITE ARE SOLELY OFFERED TO THE CITIZENS AND RESIDENTS OF THE UNITED STATES OF AMERICA AND MAY NOT BE ACCESSED WHILE OUTSIDE THE UNITED STATES. IF YOU CHOOSE TO USE THE SERVICES FROM LOCATIONS OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN

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IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE SERVICES, (V) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (VI) THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL SOFTWARE) OR OTHER EQUIPMENT, AND/OR (VII) ANY OTHER MATTER RELATING TO THE SERVICES OR YOUR USE THEREOF. OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM OUR FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

WE ARE NOT RESPONSIBLE FOR THE QUALITY OF GOODS, PROPERTY, OR SERVICES THAT YOU PAY FOR USING ANY SERVICE. ANY CLAIMS CONCERNING GOODS, PROPERTY, OR SERVICES PAID FOR USING A SERVICE MUST BE RESOLVED BY YOU DIRECTLY WITH THE PAYEE, AND ANY CLAIM OR DEFENSE THAT YOU ASSERT AGAINST SUCH PAYEE WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY TO US UNDER YOUR AGREEMENT(S) WITH US. IT IS YOUR RESPONSIBILITY TO DETERMINE WHAT TAXES, IF ANY, APPLY TO THE PAYMENTS YOU MAKE OR RECEIVE, AND IT IS YOUR RESPONSIBILITY TO COLLECT, REPORT AND REMIT THE CORRECT TAX TO THE APPROPRIATE TAX AUTHORITY. WE ARE NOT RESPONSIBLE FOR DETERMINING WHETHER TAXES APPLY TO YOUR TRANSACTION, OR FOR COLLECTING, REPORTING OR REMITTING ANY TAXES ARISING FROM ANY TRANSACTION.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES, COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES), AND THIRD PARTY CLAIMS CAUSED BY OR ARISING FROM OR RELATED TO (I) YOUR USE OF THE SERVICES, OR THE USE OF THE SERVICES BY ANY OF YOUR CO-SERVICE ACCOUNT OWNERS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, (II) ANY SERVICE TRANSACTION OR ACTIVITY PERFORMED IN COMPLIANCE WITH YOUR INSTRUCTIONS OR DIRECTIONS, (III) OUR ACTION OR INACTION IN RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY AUTHORIZED USER OF THE SERVICE OR ANY OTHER PERSON REASONABLY BELIEVED BY US TO BE YOUR AUTHORIZED REPRESENTATIVE, (IV) ANY SERVICE TRANSACTION, INQUIRY, OR ACTIVITY INITIATED USING APPLICABLE SECURITY PROCEDURES,

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WHETHER OR NOT THE PERSON INITIATING SUCH TRANSACTION, INQUIRY, OR ACTIVITY IS AN AUTHORIZED USER OR OTHER AUTHORIZED REPRESENTATIVE OF YOURS, (V) YOUR BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT, (VI) YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR (VII) YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT OR YOUR BREACH OR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS. YOU FURTHER AGREE TO FULLY COOPERATE WITH AND ASSIST US IN ANY EFFORTS ON OUR PART TO RECOVER FROM ANY THIRD PARTY OR PARTIES ANY LOSSES WE INCUR AS A RESULT OF ANY SERVICE TRANSACTION OR ACTIVITY.

WITHOUT LIMITING OR DIMINSIHING THE FOREGOING TERMS OF THIS SECTION, IF WE REIMBURSE YOU FOR ANY LOSSES OR PAY YOU ANY DAMAGES IN CONNECTION WITH ANY TRANSACTION UNDER THIS AGREEMENT, YOU AGREE TO TRANSFER ALL OF YOUR RIGHTS RELATING TO SUCH TRANSACTION TO US AND TO ASSIST US IN ANY EFFORTS OR LEGAL ACTIONS THAT WE MAY TAKE TO RECOVER THOSE AMOUNTS FROM ANY THIRD PARTY.

XVI. Additional Terms and Conditions

16.01 Fees and Charges. You agree to pay all fees and service charges applicable to your use of the Services. Fees and charges are subject to change. Current fees and service charges are listed at www.regions.com and in applicable pricing and fee schedules and also may be disclosed in applicable Service applications. You also may contact us as provided in the "Errors or Questions" section of this Agreement or visit any of our banking offices for current information about applicable fees and charges. You authorize us to deduct Service fees and charges from any Service Account that you use in connection with the Services, and to the extent such Service Account lacks sufficient funds for the payment of Service fees and charges, from any of your other accounts maintained with us. You acknowledge that Service fees and charges are in addition to fees and charges that may otherwise be applicable to your Service Accounts or to other services you use in connection with those Service Accounts, and are in addition to any fees and charges that may be assessed by your third party service providers.

16.02 Electronic Transactions and Records. Subject to the requirements of applicable law, you agree and consent to enter into agreements and to accept Service terms, conditions, and information electronically and otherwise to transact Service business with us electronically, as we direct or require. To the extent that any Service provides for the use and delivery of electronic records, you consent to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. You agree that you will not alter any electronic information, data, or records furnished by us, and you agree that our record of any such information, data, or records is the best evidence of the information set forth therein. We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.

16.03 Information Practices.

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a. *Information About You*. You agree to provide us with such financial and other information or documentation as we may request from time to time for the purpose of determining your eligibility and/or qualifications for any Service, for the purpose of enabling us to provide or deliver the Services, and/or for the purpose of enabling us to comply with applicable laws and regulations. You confirm, certify, and represent that all information you provide to us from time to time in connection with your use of the Services is true and correct, and you agree to notify us in the event any such information should change. You authorize us to investigate or reinvestigate at any time any information provided by you and to request reports on your financial condition and business affairs from third party reporting agencies (including, but not limited to, consumer reporting agencies) from time to time as we deem desirable in our discretion, subject to the requirements of applicable law. Subject to the requirements of applicable law and other provisions of this Agreement, you agree that we may disclose information about you and about your Service transactions and activity to third parties as we deem necessary or convenient in order to discharge our duties and responsibilities in the delivery of the Services and in the execution of Service transactions and activity, and/or as necessary for us to comply with applicable law or regulation (including, without limitation, disclosures to government authorities of information concerning you and transactions under this Agreement that we believe to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements).

b. *Information About Your Devices.* You authorize your wireless carrier to disclose information about your account such as subscriber status, payment method, and device details, if available, solely to support identity verification and fraud avoidance. Additionally, you authorize us to collect from other sources any information we may need about any electronic or computing device you use in connection with the Services (including, but not limited to, behavioral biometrics relating to your use of any such electronic or computing device) in each case to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes. This information may also include location information, if available, and you may be required to enable location services in order to use certain Services. We also may share certain personal information and device-identifying technical data about you and your devices (including, but not limited to, behavioral biometrics relating to your use of your devices) with our service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable Service or web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our service providers to provide similar fraud management and prevention services for services or web sites not provided by us.

c. *Privacy Notices*. For more information about how we use, collect, share and protect information, and about your options, please see the Regions Privacy Pledge and the Online Privacy Notice at www.regions.com.

16.04 Proprietary Service Content. Except for property in which you have an exclusive ownership or beneficial interest, and/or proprietary information or material which you have licensed to us or permitted us to use in connection with the Services as provided in this

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Agreement, all rights to the Service Content (as hereinafter defined) are owned by us and/or our licensors, subject to applicable law. The Service Content is protected under both United States and other applicable copyright, trademark, patent, and other laws. You are permitted to use the Services and the Service Content only as provided in this Agreement. You agree not to copy, reproduce, distribute, or create derivative works from the Service Content in whole or in part without our express written consent in each instance. You agree not to reverse engineer or reverse compile any Service Content that we use in connection with the Services. For purposes of this Agreement "Service Content" means, without limitation, any and all equipment, hardware, software, computer programs (together with the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto), tools, services, text, graphics, images, logos, button icons, photographs, editorial content, notices, operational manuals, documentation, user and instructional guides, records, files, systems, marks, designs, visual expressions, screen formats, report formats, inventions, processes, improvements and enhancements to inventions and processes, ideas, methods, algorithms, concepts, formulae, Access Credentials, technological and procedural information, data, any of the foregoing specially customized, created or developed by us for you in connection with your use of the Services, and/or any other thing of a proprietary nature which is developed, created, or provided by us or our contractors, as applicable, for use in connection with any Service, together with all adaptations or derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

16.05 New Services; Third Party Services. We may introduce new electronic banking and financial services or add enhancements to existing Services from time to time. By using such new services or enhancements after they become available, you agree to be bound by all terms and conditions applicable thereto. From time to time we also may arrange for third parties not affiliated with us to make their products and services ("Third Party Services") available to you, and we may provide hyperlinks to external websites owned or operated by such third parties. Third Party Services may be subject to separate terms and conditions between you and the provider of such services. In the event of a conflict between the terms of this Agreement and the terms of any agreement between you and the provider of a Third Party Service, the terms of this Agreement shall control with the respect to legal relationship between you and us as addressed in this Agreement. Unless we otherwise agree in writing, and subject to applicable law, the provider of any Third Party Service is solely responsible for the Third Party Service and for the content of its website and any and all services and products provided on its website, and we shall have no responsibility or liability to you therefor. No breach or default by the third party provider with respect to any Third Party Service shall in any way relieve you of your obligations to us under this Agreement or allow you to withhold the performance thereof. You agree to indemnify, defend, and hold us harmless from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on your part with respect to any agreement you may have with the provider of any Third Party Service. The privacy, information-sharing, and security policies of any provider of a Third Party Service may differ from our policies, and you are responsible for reviewing and understanding the provider's policies before you obtain a Third Party Service.

16.06 Your Contractors. To the extent that you engage any third party contractor or service provider to facilitate, support, or assist you in your use of any Services (including, without limitation,

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any third party account or financial information aggregator), you agree that such party acts as your agent in connection with this Agreement and you agree to ensure that such party observes, complies with, and does not breach any duty, term, condition, obligation, or responsibility on your part to be performed, observed or complied with in connection with this Agreement. You further agree that we shall not be responsible for, and shall have no duty to remedy or correct, any acts, omissions, breaches, defaults, or nonperformance on the part of any such party with respect any services, products, equipment, or goods provided by such party to you. We reserve the right to decline access to any Service by your third party contractors and service providers for any reason, including, but not limited to, for purposes of protecting the security of our systems and assets.

16.07 Cancellation of Services by You. You may cancel your enrollment in the Services at any time by contacting us as provided in the "Errors or Questions" section of this Agreement, or by electronically contacting us through any applicable Service messaging system we may provide, and advising us of your intent to cancel. You also may be able to cancel certain Services by following applicable instructional material and guides within the Service applications. You agree to follow any instructions we provide in order to finally effect cancellation of the Services. We may, in any event, require you to put your cancellation request in writing. If you cancel your enrollment in the Services, we will have a reasonable opportunity, which shall be at least two (2) business days, after receipt of your cancellation notice to cancel any scheduled but unprocessed Service transactions. We will have no liability to you in the event any such transactions are processed and executed before we have a reasonable opportunity to cancel them after receiving your Service cancellation notice. We recommend that you separately cancel any scheduled Service transactions that have not begun processing prior to notifying us that you wish to cancel the Service. Cancellation of your enrollment in the Services may not cancel transactions that already have begun processing, but we reserve the right to cancel all such transactions upon receiving your Services cancellation notice. The closure of all Service Accounts that you use in connection with the Services may result in cancellation of the Services. In the event any Service is provided by a third party, you may need to make arrangements with that third party for the cancellation of that Service. You may be able to separately cancel your enrollment in particular Services as provided elsewhere in this Agreement. Cancellation of particular Services may result in the cancellation of other related Services or all Services.

16.08 Rules, Regulations and Other Agreements; Entire Agreement. You agree to be bound by the operating rules and regulations of any networks, funds transfer systems, associations, or clearing houses in which we participate and/or which process Service transactions or activity. You further agree to be bound by the terms of any agreements entered into by and between us and any service providers or agents involved in the provision of the Services. You further agree to follow and to be bound by the provisions of any guides and instructional materials we provide in connection with any Service. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Services, and any and all prior agreements with respect to the Services are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements you have entered into with us, including, but not limited to, the terms and conditions governing your Service Accounts and/or any other services used by you in relation to the Service Accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Services as the context may require; provided, however, that in the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the

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Services. For the avoidance of doubt, to the extent that other agreements you have with us describe products and services similar to the Services described in this Agreement, you acknowledge and agree that this Agreement controls as to the provision and use of the Services described in this Agreement, and such other agreements control as to the provision and use of the respective products and services described therein. You certify, represent and warrant that you have legal capacity and any necessary authorization to enter into this Agreement under applicable law.

16.09 Unauthorized Alteration. Neither this Agreement nor any Service enrollment form or template may be altered by you in any way without our express written agreement. Any attempt by you to alter either this Agreement or any enrollment form or template without our express written agreement shall be void and shall have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement or any enrollment form or template without our express written agreement. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

16.10 Amendments. We have the right to amend or change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the Services, at any time in our discretion. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. Subject to any notice requirements provided by applicable law, you expressly agree that we may in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services and/or make any changes that are in your favor without notice to you. If you do not agree to any change or amendment relating to the terms and conditions of this Agreement or the Services, you must terminate your use of the Services. By using any of the Services after any such change or amendment, you agree to that change or amendment. If we provide you with a change of terms notice, you agree that a summary or general description of the changes is sufficient notice.

16.11 Notifications to You. You agree that we may send any information, disclosures and/or notices (including, but not limited to, change in terms notices) relating to the Services (collectively, "Service Notices") to you in electronic form. Subject to the requirements of applicable law, your agreement to receive Service Notices electronically applies (without limitation) to any and all disclosures and information that we are required by applicable law or regulation to provide in writing. You agree that we may electronically post or make available Service Notices in the applicable Service application or on any website we designate. We also may electronically transmit Service Notices to your Service Email Address. You will be deemed to have received any electronic Service Notice upon the earlier of (i) your actual retrieval or review of the Service Notice and (ii) three (3) days after the Service Notice is posted or made available in the applicable Service Application (or other website we designate) or transmitted to your Service Email Address whether or not you have retrieved or reviewed the Service Notice by that time. You acknowledge and agree that any present or future election by you to include your name in any

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internal database maintained by us in order to keep a record of customers who do not wish to receive general electronic messaging shall not apply to or affect your agreement to receive Service Notices electronically. We reserve the right to provide you with paper copies of Service Notices in lieu of or in addition to electronic versions at any time in our discretion. You agree that we may mail paper versions of Service Notices to your mailing address that appears in our records or otherwise provide Service Notices to you pursuant to any other method to which you have agreed.

16.12 Data Recording; Consent to Communications. You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice to any person. You also acknowledge and agree that when you use the Services the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us (collectively, "Service Data") shall be and remain our property, and we shall have no obligation to provide Service Data or copies thereof to you, subject to the requirements of applicable law. If you request us to make Service Data available to you, and if we agree to provide Service Data to you, you agree to pay our fees and charges for making the Service Data available to you or to any third party at your request. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services. You agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services (each a "Communication"). You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers. You expressly acknowledge and agree that you are providing the foregoing consent to receive Communications from any Communicator as consideration and as a bargained-for term in a legally binding agreement; further, this consent irrevocable by you to the maximum extent allowed by law. If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, we will consider your request in our sole and absolute discretion, subject to the requirements of applicable law, but you must make your request by calling us at 1-888-219-9227, whereby you will identify your name, the account(s) affected by your notice, and your cellular telephone number(s). Notwithstanding the immediately preceding sentence, in our discretion and subject to the requirements of applicable law, we may require you to opt out of certain types of Communications and/or certain categories of Communications in other specified ways (e.g., by replying to a text message). In such cases, it may be necessary for you separately to opt out of these Communications by type or category, and opting out of one type or category of Communication will not necessarily opt you out of other types or categories of Communications. Further, even if you have contacted us to revoke your consent, if you previously have provided your cellular telephone number for use in connection with any Service provided under this Agreement, and if that cellular telephone number remains registered for use in connection with that Service, you agree that you reaffirm your consent to receive Communications at that cellular telephone number regarding that Service each time you use the Service. You further agree that if you no longer own a cellular telephone number or if you change a residential telephone number to a cellular telephone number, you will notify us immediately by calling the number above. If you request or authorize SMS/text messages to be transmitted to your Wireless Device in connection with any Service, your mobile carrier's message and data fees may apply to those messages. You acknowledge and agree that we may from time

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to time communicate directly with any party to any of your Service transactions or activity (including, without limitation, payees of payment transactions executed through any Service) in order to perform and deliver the Services and to process and execute Service transactions.

16.13 Setoff. You agree that we may, without making a prior demand or giving you notice, obtain payment of any amount you owe us under or in connection with this Agreement by debiting any Service Account or any other account that you maintain with us or any of our affiliates, and you also agree that we may setoff any obligations you owe us against any amount that we or our affiliates otherwise owe you. In addition, you grant us a security interest in each Service Account and in each other account that you maintain with us to cover any obligations that you owe us under or in connection with this Agreement.

16.14 Rate of Interest Compensation. In the event that we are liable to you for interest compensation under this Agreement or under applicable law, interest will be calculated on the basis of the average federal funds rate for the period involved. In the event that you are liable to us for interest compensation under this Agreement or under applicable law, interest will be payable at the lower of (i) the lowest rate you pay on any established line of credit with us, if any, and (ii) 120% of the commercial base rate established by Regions Financial Corporation and in effect at the relevant time. The terms of this section shall not be construed to limit, modify, diminish, supersede, or replace any other term or provision of this Agreement in respect of allocation or limitation of liabilities or obligations between you and us.

16.15 Assignment. You agree that your use of the Services described in this Agreement is personal to you and that you will not resell or assign use of the Services or make any unauthorized commercial use thereof. You may not assign or transfer this Agreement, or any of your rights hereunder, without our prior written acknowledgement and consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. You agree that our third party service providers and contractors may rely upon your agreements and representations in this Agreement and that such service providers and contractors may enforce those provisions against you, as applicable and as the circumstances or context may require. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

16.16 Termination by Us; Survival of Obligations. We may cancel, terminate, or suspend any of the Services (including, without limitation, any and/or all pending or scheduled Service transactions) at any time in our discretion, for any reason or for no reason, without notice to you, except as required by applicable law or regulation. To the fullest extent permitted by law, you agree that we shall have no liability to you or to any third party in the event we cancel, terminate, or suspend any Service (or any Service transaction), or in the event we exercise any of our other rights or remedies under, relating to, or arising out of this Agreement. No termination, cancellation, or suspension of this Agreement or any Service (or any Service transaction) for any reason (including, without limitation, cancellation of any Service by you or by us) shall relieve you of any liability for obligations which have accrued prior to the effective time of such termination, cancellation or suspension or for obligations and duties under this Agreement which by their nature or by express provision are intended to survive. Without limiting the foregoing

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provisions, you acknowledge and agree that we may consider your enrollment in any Service inactive or dormant after a certain period of time (generally not less than one year) set from time to time by us during which you have not logged in to the Service application. Once your enrollment has been placed on inactive or dormant status, Service transactions may be declined, you may not be able to access the Service, and/or you may be required to re-enroll in the Service in order to continue using it.

16.17 Waiver. The rights, remedies, and recourse afforded to us with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by us in such order and in such manner as we may determine in our sole and absolute discretion. No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits us to take action or not to take action in our discretion on any matter, any action or inaction on our part with respect to such matter shall not obligate us to repeat such action or inaction with respect to matters that may subsequently arise.

16.18 Headings; Pronouns. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires.

16.19 Severability. No term of this Agreement is intended to supersede, replace, waive, modify or amend any provision of applicable law or regulation in respect of the usage of the Services primarily for personal, family or household purposes which provision may not lawfully be superseded, replaced, waived, modified or amended by agreement. If a court of competent jurisdiction or arbitrator, as applicable, finds any term of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that term invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending term shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending term cannot be so modified, it shall be stricken and all other terms of this Agreement in all other respects shall remain valid and enforceable. In the event the terms of this section shall conflict with the express terms of the arbitration provisions of this Agreement, the terms of the arbitration provisions shall govern and control with respect to the interpretation and enforcement of the arbitration provisions. Subject to the foregoing, you agree that each and every term of this Agreement shall be binding and enforceable to the fullest extent allowed by law.

16.20 Applicable Law. Regardless of where you live, work, or access the Services, this Agreement will be governed by the substantive laws of the state in which our office that originated the applicable Service Account is located (the "Service Account State"), excluding such Service Account State's conflict of laws principles, and by the laws of the United States. Subject to the arbitration provisions of this Agreement, any proceeding for the enforcement of this Agreement or

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any provision thereof shall be instituted only in the Service Account State.

XVII. ARBITRATION AND WAIVER OF JURY TRIAL.

Except as expressly provided herein, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to the Agreement or any agreement; (4) the collection of any amounts due under the Agreement, any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any account, any credit, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement. Notwithstanding the foregoing terms of this paragraph, this agreement to arbitrate shall not apply to any account, contract, loan, credit, transaction, business, contact, interaction or relationship that constitutes "consumer credit", as defined in the U.S. Department of Defense regulation implementing the Military Lending Act, 32 C.F.R. §§ 232.3(f)(1) and (f)(2), and under which you are a "covered borrower", as defined in 32 C.F.R. § 232.3(g)(1).

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules or the Consumer Arbitration Rules, as applicable (collectively "Arbitration Rules") in effect at the time the demand for arbitration is filed. In all instances the arbitrator(s) shall be selected in accordance with Commercial Arbitration Rule R-12, using the procedure for Appointment from the National Roster, unless you and we agree on the arbitrator(s).

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The AAA will not administratively appoint the arbitrator(s) from the National Roster under any circumstances and regardless of the number of parties or amount of your Claim. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

If the AAA's Consumer Arbitration Rules apply to your Claim, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of $125. If your Claim for actual damages exceeds $10,000 but does not exceed $75,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of $375. For any Claim that does not exceed $75,000, we will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If your Claim is a consumer-related claim for actual damages that exceeds $75,000, or if it is a non-monetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the applicable Arbitration Rules. Except as otherwise provided in this Agreement or in the applicable Arbitration Rules, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate.

The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship.

Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

The arbitration of any Claim of $150,000 or greater shall be conducted by a panel of three arbitrators, unless you and we agree otherwise. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with Regions, with due consideration of their ability to

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travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law.

The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction. All awards shall be reasoned awards.

In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of $250,000, the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Appellate Rule A-5, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The appeal shall be governed by the AAA Optional Appellate Arbitration Rules; to the extent they are not inconsistent with this agreement. Any award which imposes an injunction on you or on us or contains a monetary award in excess of $250,000.00 shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of the Underlying award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. If the award does not impose an injunction on you or on us or contain a money award in excess of $250,000, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such

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relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Regions Bank is a multi-state banking organization engaging in interstate banking and commerce; Regions Bank's deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever or for no reason – this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for $150,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the FAA. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any

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Claim covered within the scope of this Agreement.

Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

XVIII. Special Provisions for Non-Consumer Use of Services

THE TERMS AND PROVISIONS OF THIS PART SUPPLEMENT THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT AND ARE APPLICABLE TO YOU TO THE EXTENT THAT YOU ARE A NON-CONSUMER USER OF THE SERVICES. THE TERMS AND PROVISIONS OF THIS PART DO NOT APPLY TO YOU TO THE EXTENT THAT THE SERVICES ARE USED BY YOU, OR THE APPLICABLE SERVICE ACCOUNT HAS BEEN ESTABLISHED BY YOU, PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. IN THE EVENT THAT THE FOLLOWING TERMS AND PROVISIONS CONFLICT OR ARE INCONSISTENT WITH ANY OF THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT, THE FOLLOWING TERMS AND PROVISIONS SHALL GOVERN AND CONTROL THE CONFLICT OR INCONSISTENCY WITH RESPECT TO NON-CONSUMER USE OF THE SERVICE.

18.01 Consumer Protection Inapplicable. You acknowledge, represent and warrant that all of your Service Accounts that may be accessed using the Services are not account established primarily for personal, family or household purposes and that your use of the Services is not primarily for personal, family or household purposes. Accordingly, the provisions of the federal Electronic Fund Transfer Act, as amended, and the Consumer Financial Protection Bureau's Regulation E, as amended, and any other laws or regulations, as well as any terms or provisions of this Agreement, intended for the protection of consumers or governance of transactions involving consumers or consumer accounts do not apply to any Service transactions affecting your Service Accounts. You acknowledge and agree that we reserve the right to refuse to process any Service transaction, inquiry or activity, in our sole and absolute discretion, without liability to you. Without limiting other limitations and exclusions set forth in this Agreement, to the fullest extent allowed by law, and subject only to our obligation to exercise ordinary care and good faith, you assume all risk related to or arising out of your activation of and enrollment in any Service, and you agree to be bound by any and all transactions and activity performed through the Services, whether authorized or unauthorized.

18.02 Transmission of Information. You agree that we may transmit confidential information, including (without limitation) confirmations of Access Credentials, to the current address shown in our records for any of your Service Accounts or to your Service Email Address, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

18.03 Authorized Users. You acknowledge that anyone possessing Access Credentials may access and use the Services and/or your Service Accounts. You agree that you are responsible for maintaining the confidentiality and security of all Access Credentials and for implementing the necessary internal controls, balancing and reconciliation functions, and audit procedures to prevent fraud, misuse, and unlawful conduct regarding the Services and your Service Accounts. You agree to provide Access Credentials only to Authorized Users. You agree to instruct each Authorized User not to disclose any Access Credentials to any unauthorized person. Upon our request, you

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agree to designate a security administrator to whom we may distribute Access Credentials and with whom we may otherwise communicate regarding the use of Access Credentials and other security procedures. Your security administrator will be responsible for distributing, setting and establishing Access Credentials to and for your Authorized Users, for ensuring the proper implementation and use of the Access Credentials by your Authorized Users, and for establishing the scope of authority with respect to use of the Services by your Authorized Users. You agree to notify us immediately by calling us at the number provided in the "Errors and Questions" section of this Agreement if you believe that any Access Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users (including persons whose authority as Authorized Users or security administrators has been revoked). You agree that we shall have a reasonable opportunity to act upon any such notification from you.

18.04 Examining Records and Reporting Errors. You agree to examine your periodic Service Account statements promptly and to promptly and regularly review transaction and activity information available through the Services, and you agree to notify us immediately of any discrepancies or unauthorized, duplicate, erroneous or erroneously executed transactions or activity. You should notify us of such matters by contacting us as provided in the "Errors or Questions" section of this Agreement or as otherwise provided with respect to particular Services. Without limiting the other terms, conditions, limitations, and provisions of this Agreement, you agree that you shall be precluded from asserting any claim whatsoever against us with respect to any Service transaction or activity unless you notify us in writing that the transaction or activity was unauthorized, duplicate, erroneous or erroneously executed within thirty (30) calendar days after we send or make available to you an advice through the Service or periodic statement reasonably identifying that transaction or activity. You acknowledge that this provision shortens the period within which you are required to give us notice of an unauthorized, duplicate, erroneous or erroneously executed payment order under Article 4A of the Uniform Commercial Code, as enacted in the applicable jurisdiction, and you expressly agree to be bound by that shortened period to the maximum extent permitted by law.

18.05 Organizational Authority. You represent and warrant to us that your acceptance and performance of this Agreement, and the execution of any Service transactions and activity by you or on your behalf, are within your organizational power and have been duly authorized by all necessary organizational action. You further represent and warrant that the person who accepts this Agreement on your behalf and any person who at any time initiates any Service transaction or activity in such person's capacity as your agent, representative or other authorized capacity have been duly authorized to do so, and that this Agreement, together with any Service transaction or activity initiated by any such person, constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

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