

RBC BANK (GEORGIA), N.A.

U.S. REMOTE DEPOSIT CAPTURE TERMS AND CONDITIONS

Effective Date: November 22, 2021

- 1. Introduction to Agreement and Service.** These Remote Deposit Capture Terms and Conditions (the "Agreement") include provisions governing your use of one of the versions of the RBC Bank (Georgia), N.A. U.S. remote deposit capture services (collectively, the "Service"). This Service may be accessed through our mobile app for Apple devices (no Android version is offered), our Online Banking service, or such other channels as we may make available from time to time. The Service enables you to convert original paper checks that are drawn on or payable through United States financial institutions and payable in U.S. dollars into digitized images ("Images"), using the camera function on your compatible mobile device or by scanning checks through an approved scanner. You then electronically transmit using the Service the Images and associated deposit information to us or our designated processor, for deposit into one or more of your designated checking, savings or money market accounts with the Bank that we approve as Eligible Accounts (as defined below). Finally, we or our processor send the Images for collection through the bank collection process, using such methods and collection agents as we may choose in our sole discretion.

Businesses and other Clients that are non-personal organizations may elect to use a special non-mobile version of the Service called Remote Deposit Business ("RDB"). Among other features, RDB Clients are able to deposit multiple checks in "batches" (referred to herein as "files") at the same time, rather than one check at a time. RDB Clients also have access to special information reporting services regarding their deposits.

In this Agreement, the terms "we," "us," "our" and "the Bank" refer to RBC Bank (Georgia), N.A., also known as RBC Bank®. The terms "you" and "your" refer to the person(s) (which term may be used herein, as appropriate in the context, to refer collectively or separately to individuals, businesses, and other types of entities) identified in the Account Application(s) for your Eligible Account(s) as the "Depositor" or "Client," whether one or more. Unless the context clearly indicates otherwise, "you" or "your" also includes each of your Authorized Representatives, if applicable. Capitalized terms used in this Agreement that are not otherwise defined herein shall have the meanings given to them in the Personal or Non-Personal Service Agreement which governs your Accounts with us (individually and collectively, the "Service Agreement"), and which is hereby incorporated by reference and made a part of this Agreement.

- 2. Other Agreements; Inconsistencies.** By acknowledging your acceptance of this Agreement or by using the Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement, the Service Agreement, and any other documents and agreements, whether in written or electronic form, which we may provide to you from time to time and which contain additional provisions or instructions applicable to the Service and accounts with RBC Bank, as any of the foregoing may be amended from time to time.

In the event of any inconsistency between a provision of this Agreement and a provision of the Service Agreement or any other applicable documentation described above, this Agreement generally shall prevail as to the Service but we will be solely responsible for making any final determination which may be necessary to resolve any inconsistency. In the event of any inconsistency between a provision of this Agreement and any applicable law, regulation or other legal authority, including but not limited to the Uniform Commercial Code (the "UCC") and the rules of the National Automated Clearing House Association (the "NACHA Rules"), this Agreement shall prevail to the extent that the variation of the applicable provision of such law, regulation or authority by contractual agreement is legally permissible.

3. **Approval.** We will activate the Service only after we have reviewed and approved your request to begin using it. As part of our review, you may be required to provide to us such information and documentation as we may request, such as financial information about you, information on your projected use of the Service, and other information we may deem necessary or appropriate in assessing risk. (See also "Financial Information and Audit Rights" in Section 23, below.) Our decision whether to approve or deny your request to use the Service is within our sole discretion.
4. **Eligible Accounts.** At the time we activate the Service, we will notify you concerning which of your Accounts we have approved for use with the Service ("Eligible Accounts"). From time to time, you may request that we include additional Accounts, and they are likewise subject to our approval.
5. **Authorized Representatives; Designation of Administrators and Users for RDB.**

If your Eligible Accounts are either personal or non-personal accounts and you do not use RDB, your Authorized Representatives for purposes of the Service shall be deemed to be the authorized signers indicated on the signature card (or electronic equivalent) for each Eligible Account, which signature card(s) are hereby incorporated by reference and made a part of this Agreement. If you wish to appoint additional individuals as Authorized Representatives for the Service, they are subject to our approval and you must contact us and provide or complete any additional documentation we may require.

To access and use the RDB service, you must designate at least one Administrator, in such written or electronic form as prescribed by the Bank. The Administrator(s) in turn shall be responsible for designating one or more "Users" who are authorized to access and use RDB on your behalf. You agree to notify us promptly if the authority of any Administrator or User is changed or revoked, and you agree that we shall have a reasonable time following receipt of such notice to act upon such change or revocation of authority. For the purposes of this Agreement, unless the context clearly indicates otherwise, the terms Depositor, Client, Authorized Representative, and User shall also include each Administrator. We shall be entitled to rely on the designations made by your Administrator(s) and shall not be responsible for matching the names of Users designated by any Administrator to names or titles listed in your banking resolutions or any other document. You agree that any use of the RDB service by any User shall comply with our Security Procedures, as described in general elsewhere below and in more detail in additional RDB-specific Security Procedures that will be provided to you. In addition to acting upon the instructions of the User(s), we may, in our sole discretion,

accept remote deposits made by you (the Client, even if not formally designated as a User) or by any individuals authorized by you to sign checks and conduct other transactions on your Eligible Accounts. The signature cards (or equivalent electronic records) establishing the authorized signatories for your Eligible Accounts are hereby incorporated by reference and made a part of this Agreement.

With respect to both non-RDB and RDB Clients, you acknowledge and agree that when instructions are given to us, or transactions are initiated electronically through the Service, by someone who is not the Client or an Authorized Representative, Administrator or User, but who has obtained access to the Security Procedures and/or your Security Devices, we may honor such instructions or implement such transactions, whether authorized or unauthorized, and we will have no liability to you with respect to the instructions or transactions. Please see "Security Procedures", Section 9, below, for additional details.

6. **Fees.** If your Eligible Accounts are business or other non-personal deposit accounts and you choose to sign up for the RDB service, there may be an initial RDB set up fee and your Accounts may be subject to other charges such as per-item and other usage charges for the Service. Please see the Business Schedule of Fees for additional information including fee amounts. There is currently no charge for using the other remote deposit services offered for personal and non-personal deposit accounts, although standard account charges still apply -- such as the fee for returns of items deposited by any method. We will provide you at least 30 days' advance notice should we decide to institute a charge in the future for using remote deposit services other than RDB.
7. **Equipment and Software.** To use the Service, you must obtain (such as by purchase or lease) and maintain, all at your expense, compatible equipment and software as specified by the Bank from time to time. Please visit www.rccb.com for current equipment and software specifications. We are not responsible for, and we make no warranties of any nature with respect to, any third-party equipment or software you may need to use the Service. Any such equipment or software is subject to the terms and conditions of any agreements you may enter into with the provider, such as a software agreement you accept at the time of download and installation. We have the right, in our sole discretion, to make changes to the Service from time to time which may result in your equipment or software becoming no longer compatible with the Service, and in such event, we will have no responsibility or liability to you. If we provide you with any software in connection with this Service (which will be at no cost unless we notify you prior to your agreeing to use it), we grant you a non-exclusive, non-transferable, non-sublicensable, limited license to use such software, as it may be upgraded or modified from time to time, for use solely on your mobile device or on such computer or other equipment as we shall agree. Our agreement with you regarding the computer, scanning equipment, mobile device or the like that you may use, and any software you use that has not been provided by the Bank, shall mean only that we acknowledge the equipment or software is compatible with our specifications for the Service. We will not be responsible or liable in any way for the actual operation of your equipment or performance of such software, which shall remain strictly a matter between you and its manufacturer or supplier.

You are solely responsible for providing for and maintaining the physical, electronic, technical, procedural and administrative security of any equipment, systems and data or information in your possession or under your control. We are not responsible for any computer viruses or similar corrupting elements, or for any problems or malfunctions to your equipment or systems or any loss of data or information resulting from any such elements or otherwise from causes outside our control.

- 8. Third-Party Service Providers.** Some RDB Clients, and other business or organizational Clients, may choose to utilize special services provided by a third party to assist in creating and transmitting remote deposit check files and performing related activities in connection with their use of the Service (a "Service Provider"). You agree not to use a Service Provider to transmit files to us or, in the case of the RDB service, perform other activities typically performed by Users, without obtaining our prior written consent and (if you are an RDB Client) having your Administrator designate the Service Provider as a User. We reserve the right to require, in some cases, that a separate agreement governing the Service Provider's services be entered into between or among any combination of you, the Service Provider, and/or the Bank. Notwithstanding the foregoing, you hereby authorize us to accept, and we may in our sole discretion either accept or reject, any file transmitted by a Service Provider even if all of the above-stated requirements have not been met. You acknowledge and agree that the Service Provider is acting solely as your agent in delivering files to us and performing related tasks; you accept full responsibility for all acts, omissions and errors committed by the Service Provider in that regard; and you hereby indemnify and hold us harmless against any losses, damages, fines, assessments, costs and expenses (including but not limited to reasonable attorneys' fees) incurred by us arising from your use of a Service Provider in connection with the Service.
- 9. Security Procedures.** You agree to comply with any security procedures relating to your accessing the Service that we may communicate to you from time to time (the "Security Procedures"). These include but are not limited to the Security Procedures described in this section and any additional Security Procedures we may provide to you from time to time in any form (for example, RDB Clients will receive detailed Security Procedures specifically relating to the RDB service when enrolling in that Service). You acknowledge and agree that our Security Procedures, as they may be amended from time to time -- including but not limited to any codes, passwords, personal identification numbers, user identification technologies, tokens, certificates, or other elements, means, or methods of authentication or identification used in connection therewith ("Security Devices") -- constitute commercially reasonable security procedures for the purpose intended under applicable law.

Notwithstanding any signature requirements identified on any signature card or other sources relating to your deposit accounts with the Bank, you authorize us to follow all instructions communicated to us and to execute all transactions initiated using the applicable Security Procedures, unless and until you have notified us, pursuant to the next paragraph below or as otherwise instructed by us from time to time, that the Security Procedures or any Security Device have or may have been compromised, and until we have had a reasonable opportunity to act upon such notice. You acknowledge and agree that, to the fullest extent allowed by law, you shall be bound by all instructions given and transactions initiated, whether authorized or unauthorized, through the use of the Security Procedures. You further acknowledge and agree that the Security Procedures are not intended or designed to detect errors in the content or transmission

of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such errors.

You are responsible for safeguarding against unauthorized transactions by establishing and maintaining procedures to keep the Security Procedures and Security Devices strictly confidential, secure, and available only to your Authorized Representatives (including, if applicable, designated RDB Users as defined above). Where you have the ability to change a Security Device periodically (such as passwords or PINs), you agree to do so frequently to help maintain security. If you believe or suspect that an unauthorized person has accessed or may access any Security Device or aspect of the Security Procedures, you must notify us verbally as soon as possible, followed by written confirmation if we require it. You also agree to immediately review any notices or warnings we may send you regarding potentially unusual transactions or changes to your Service usage, and to notify us verbally as soon as possible of any unauthorized transactions or changes, again followed by written confirmation if required. In either of the foregoing situations, the occurrence of your notification to us will not affect any actions we have taken in good faith prior to our both receiving such notification and having a reasonable time after receipt to act upon it. You agree to fully cooperate with us, at your expense unless there is apparent fault on our part, in response to any reasonable requests we may make of you in any investigation we undertake of any breach of the Security Procedures, loss or theft of Security Devices, alleged unauthorized transactions, or similar matters.

We may change any of the Security Procedures and/or cancel or replace any Security Device at any time in our sole discretion. We will normally endeavor, but in no circumstance are we required, to give you reasonable notice of any such action, and without limiting the generality of the foregoing, we may take such actions without advance notice to you if we believe them to be necessary or desirable to protect the security of the Service or prevent potential losses. Your implementation and use of any modified or new Security Procedures or Security Devices after any change we make shall constitute your agreement to the change and your agreement that the applicable Security Procedures or Security Devices, as changed, are commercially reasonable for the purpose intended under applicable law.

- 10. Applicability of and Compliance with Laws, Agreements, etc.** You agree that you will not use the Service to initiate any deposits which violate any applicable laws, regulations or other legal authorities. You also agree to be bound by all applicable requirements of law relating to check collection processes, including but not limited to: (i) the UCC; (ii) the Check Clearing for the 21st Century Act (commonly known as “Check 21”), as implemented by amendments to Federal Reserve Board Regulation CC (“Regulation CC”); (iii) all other applicable provisions of Regulation CC; and (iv) any clearing house agreements, image exchange agreements, operating circulars or other rules or legal authorities to which the Bank is a party or by which we are bound as a participant in the collection process. Further, you acknowledge that our normal policies, procedures and processes relating to the handling of items submitted for deposit to the Bank through various means will apply, except to the extent that in our sole discretion we may modify them in connection with the Service, and you agree to be bound by such policies, procedures and processes including but not limited to any that may be described in the Service Agreement governing your Accounts.

- 11. Image Transmission and Processing; Daily Cutoff Time.** You are solely responsible for transmitting to us only Images of checks that are fully legible and that accurately represent all pertinent information on the front and back of each check. You must utilize only transmission and Image formats that conform to the Bank's and recognized industry specifications and quality standards. In the event that you transmit an Image of an item that we cannot further process due to the poor quality of the Image, we will not be responsible or liable to you or any other person for any delay in the processing or presentment of the item.

Our current cutoff hour by which we must receive Images from you for processing on the same Business Day (defined as Monday through Friday, excluding banking holidays) is 5:00 p.m. Eastern time. You will receive notice should the cutoff time change. Any deposit or file received after the deadline will be deemed received and will be processed on the following Business Day. Accepted checks will be deemed to have been deposited at such location(s) as we may select from time to time in our sole discretion, regardless of where you are located or where we deem your Account(s) to be maintained. Images transmitted to us electronically for deposit are not deemed received until we accept the transmittal at our designated location. Checks deposited through the Service will normally post to your account on the same Business Day they are processed. However, all checks that we accept through the Service are accepted and posted for provisional credit only and are subject to possible subsequent return for various reasons as permitted by law (see "Returned Items" below). We may, but have no obligation to, send you an electronic confirmation that we have received your deposit; however, your receipt of any such confirmation does not mean that the transmission was error free or complete or that we have yet accepted and processed the deposit. We may also, but again have no obligation to, send you a second notice when we have accepted and completed processing the deposit. To confirm at any time whether we have accepted and processed any given deposit and posted the provisional credit to your Account, you may look for the amount of the credit in your Online Banking transaction history, or you may call us at 1-800-769-2553. RDB Clients may receive additional types of notices as well.

Please note that terminology in this section or elsewhere in this Agreement or any related Bank documentation, referring to a deposit as having been "processed," "received," "deposited," "posted," "accepted" or the like, should not be interpreted to mean the funds are yet available for withdrawal from your Account. See "Availability of Funds" below for further details. Until the funds are available for withdrawal, the deposit will display in your transaction history as "pending."

- 12. Restrictions on Use of Service.** You may submit check Images for deposit to your Eligible Account(s) within the limits we establish for you, which may include limits on the size of files transmitted, the number of deposits or files that may be transmitted per day, or the dollar amounts per check, per file or per day that we may accept through the Service. We reserve the right to establish and change from time to time any of the foregoing limits or other restrictions on your use of the Service, either on an individualized client basis or as a standard limit applicable to all our clients. If a deposit you transmit would exceed any of the limits applicable to you, we may, in our sole discretion, accept or refuse the deposit without any liability to you or any other person in either case. If at any time we do accept a deposit that exceeds such limits, we will have no obligation to do so in the future.

- 13. International Restrictions.** Due to additional risks associated with remote deposit capture transactions originating outside the United States, we reserve the right to reject any such transaction in our sole discretion. You agree that you will not initiate any such transactions outside of the United States or Canada. If you originate transactions outside of the United States or Canada, we reserve the right to immediately exercise any of our rights under our agreements with you, including but not limited to terminating your use of the Service and closing your Accounts. You also agree to cooperate fully with any reasonable requests we may make for further information regarding such transactions individually or in the aggregate.
- 14. Limitations of Service.** When using the Service, you may sometimes experience technical or other problems. We do not assume any responsibility or liability for any technical or other problems, or for any resulting losses or damages you or any other person may incur. If at any time and for any reason you are unable to scan or transmit or we are unable to receive your deposits through the Service, and you do not wish to wait for the problem to be corrected, you will be solely responsible at your expense for finding an alternate method to deposit the items, such as by using U.S. Mail or overnight delivery.
- 15. Eligible and Ineligible Items.** You may scan and deposit only U.S. checks, as the term “check” is defined in Regulation CC, that are properly payable in accordance with all applicable requirements of law, including but not limited to UCC Articles 3 and 4 (“Eligible Items”). You agree that the Image of any check transmitted to the Bank shall be deemed an “item” within the meaning of the UCC. You agree not to use the Service to attempt to deposit any checks or other items of the following types (“Ineligible Items”):
- a. Items payable to anyone other than you or a joint account holder.
 - b. Items drawn or otherwise issued by you or anyone else on any of your Accounts or any Account on which you are an authorized signer or joint account holder.
 - c. Items containing obvious alterations to any of the fields on the front of the item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the item is drawn.
 - d. Items missing pertinent information such as those with blank payee lines or missing drawer signatures.
 - e. Items previously converted to a substitute check, as defined in Regulation CC.
 - f. Items that are remotely created checks, as defined in Regulation CC.
 - g. Items drawn on or payable through a financial institution located outside the United States or which bear a non-U.S. routing/transit number.
 - h. Items not payable in United States currency.
 - i. Items dated more than six months before the date of deposit, or that are postdated (dated for a future date), or that have the date line blank.
 - j. Any other items prohibited by our then current policies and procedures relating to the Service or which are otherwise not acceptable under the terms governing your Account.
 - k. Any other type of item that we may designate by prior notice to you as not eligible for deposit using the Service, or that we may so designate at the time of an attempted deposit by rejecting it and returning it to you, which we may do for any reason in our sole discretion.

You acknowledge that we may refuse to accept for deposit any Ineligible Items, and that we will not have any responsibility or liability to you or any other person for such refusal. You agree that you will not attempt to retransmit for deposit through the Service an Image of a check previously determined to be an Ineligible Item without our prior consent. Notwithstanding anything stated above, we may from time to time in our sole discretion accept certain Ineligible Items for deposit through the Service, but in no event do we have any obligation to do so.

16. Endorsements. To help minimize the possibility of the original check being inadvertently or fraudulently being presented a second time for deposit at another institution (for example, by falling into the hands of a wrongdoer before you destroy it), you agree to restrictively endorse any item transmitted through the Service as “For mobile or remote deposit only at RBC Bank (Georgia), N.A., to Account# _____” or as otherwise instructed by us. If you fail to add the above or a substantially similar restrictive endorsement, we may reject the deposit, and we will not be liable for any losses or fees you may incur. Without limiting your responsibility for the proper endorsement of all items or your liability relating to improper or nonconforming endorsements, we have the right but not the obligation to accept nonconforming endorsements, to supply any missing endorsements, and to attempt to collect items with nonconforming or missing endorsements.

17. Representations and Warranties; Indemnification. Each time you transmit a deposit using the Service, you represent and warrant to us that:

- a. You are transmitting only Eligible Items for deposit to Eligible Accounts, and you are adhering to any other limits or restrictions we may have placed on your use of the Service.
- b. The transmission conforms with our specifications and quality standards and any applicable industry standards, whether any of the foregoing relate to legibility, machine readability, or otherwise, and the transmission does not contain any viruses or other corrupting elements.
- c. There are no duplicate files or checks, and you have not submitted any check previously transmitted to us through the Service or otherwise, unless the check was unable to be processed or was returned by us to you and the original reason for such processing failure or return has since been corrected, such that resubmission is proper.
- d. You will not (nor will you permit or cause any other person to), at any time either before or after your transmission, cause or attempt to cause payment on an item to be made more than once, by depositing or attempting to deposit the original check or an Image or other representation thereof with the Bank or any other financial institution, or by otherwise seeking collection or payment in any manner.
- e. All information submitted is true and accurate, including that each check Image accurately represents all pertinent information on the front and back as of the time of transmission.
- f. Each check is properly payable to you or a joint account holder and has been properly endorsed.
- g. You make to us all of the transfer and presentment warranties relating to items under the UCC, including that each check has not been altered and that all signatures on it are authentic and authorized.
- h. You are complying with this Agreement and all applicable requirements of law.

You agree to indemnify and hold us harmless from any loss or damage we may incur arising out of your breach of any of the foregoing representations and warranties or any other provision of the Agreement, or relating in any way to our acceptance of Images of items you transmit to us using the Service; provided, however, that the foregoing indemnification shall not apply to the extent, if any, that a loss or damage is directly caused by our own material breach of the Agreement or by our gross negligence or intentional misconduct.

- 18. Rejected or Unreceived Files or Checks.** We may reject and return all or part of any deposit for any reason in our sole discretion, including but not limited to your submission of Ineligible Items, your failure to conform to required transmission or Image quality standards, or your failure to provide proper endorsements. We will attempt to notify you promptly, through the Service or by other electronic means such as email, of any such rejection. Our notice normally will include the reason for the rejection and, if applicable, a description of any steps you may take to rectify the issue. Any item we receive will not be deemed accepted for deposit by us until we have determined that it meets all of our normal requirements for continued processing. We will have no responsibility or liability to you or any other person relating to any deposit or portion thereof that we reject. We also will have no responsibility or liability for any deposit or portion thereof which may be lost in transmission or is otherwise not received by us.
- 19. Availability of Funds.** Images of items transmitted using the Service will be treated as “checks,” and not as any form of electronic deposit, for purposes of determining the timeframe in which we will make the funds from such items available for your withdrawal, as described in detail in the “Funds Availability Policy” section of your Service Agreement. As noted in the Service Agreement, we will notify you if we are going to delay your ability to withdraw any funds beyond the normal times described in our Funds Availability Policy, and we will tell you when the funds will be available.
- 20. Check Storage and Destruction; Image Retention.** You are responsible for ensuring that all original checks which have been scanned and transmitted through the Service are securely stored, retained for a reasonable period of time (45 days is recommended), and then disposed of using a reasonable method such as shredding. You are solely responsible and liable for any losses or damages resulting from a lack of adequate controls over the checks, including but not limited to losses or damages relating to duplicate payment. Also, we will have no responsibility or liability to you or any other person relating to the unavailability of any original check after you have destroyed it. We retain Images of checks processed through the Service for at least the period of time required by applicable law. You may obtain copies upon request to us, for which we may charge a fee. With respect to any imaged item concerning which we request your assistance for any purpose, such as to aid in the collection process, for audit purposes, or in connection with an investigation by the Bank involving an item that (i) is illegible or of poor quality, (ii) is deemed part of an unusual transaction, (iii) is the subject of a dispute, or (iv) is for any other reason the subject of an investigation, you agree to promptly produce either the original item if it is still in your possession or your own Image of the item (if available) to help facilitate our investigation. If you are unable to provide either the original item or a suitable Image, then our Image or other information in our records relating to the item shall be deemed conclusive as to the terms of the item.

- 21. Errors.** You agree to promptly check the correctness of each Account Statement and to notify us immediately of any suspected errors regarding items deposited through the Service. Unless a longer time period is mandated by applicable law, if you do not notify us within 30 days after the date of the Account Statement, such statement shall be deemed correct and final regarding all deposits made through the Service, and you are thereafter barred from making any claim against the Bank for such alleged error.
- 22. Returned Items.** As noted above, all items are credited to your Account on a provisional basis, and such credit may be revoked if payment for an item is not received or if the item is returned after initial payment for any reason permitted under applicable law. Any items we accept for deposit through the Service that are unpaid or subsequently returned by the financial institution on which they are drawn will be charged back against your Account and returned to you. You must accept all such returns, regardless of the reason for the return or the form in which it is sent. You may be charged returned deposited item fees for any returns, pursuant to our normal policies and Schedule of Fees. If any return or fee results in an overdraft in your Account, relevant provisions of the “Nonsufficient Funds and Overdrafts” section of your Service Agreement will apply. Please see also the “Recoupment and Set-off; Security Interest” section of the Service Agreement for a description of our rights in connection with any amounts you owe us, including our right to recover any such amounts from accounts you have with our Canadian Affiliate, RBC Royal Bank.
- 23. Financial Information and Audit Rights.** We may from time to time request from you financial or other information we deem relevant to your use of the Service, to enable us to evaluate our initial approval or subsequent continuation of the Service to be provided to you, or the periodic adjustment of any limits or restrictions established pursuant to this Agreement. You agree to provide the requested information promptly upon our request, in such form as we may reasonably require. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Service.

You acknowledge and agree that, particularly if you are a business or other non-personal organization Client, the Bank may need or desire to conduct audits or examinations from time to time to review various aspects of your use of the Service such as your remote deposit operations and controls, risk management practices, information technology infrastructure, management, staffing, needs for ongoing training and support, and compliance with this Agreement and applicable laws. Upon our request with reasonable advance notice, you agree to provide us and our authorized representatives with such reasonable access to your premises and/or relevant records (including the right to make and remove copies of such records), at mutually agreed upon times, as may be necessary to effectuate the foregoing. Also, either in addition to or in lieu of our exercising our rights to conduct our own on-premises or remote audits as described above, upon our request you agree to provide us and our authorized representatives copies or acceptable summaries of any self-assessments, independent audits, test results, or other reports, data or information that are relevant to your use of the Service. You agree that the Bank has the right to require you to conduct such self-assessments, independent audits, tests or the like from time to time, and further, that the Bank may require that any such activities (whether mandated by us or voluntarily conducted by you in the ordinary course of your business or otherwise) utilize criteria that we review and approve in advance. You also agree that we shall have the right to

mandate specific internal controls at your location(s), and you shall comply with any such mandate as a condition to continuing to use the Service.

Without limiting our right to terminate this Agreement and your use of the Service for any reason in our discretion as provided under "Changes; Termination" below, if you refuse to provide any financial information we reasonably request or to comply with any audit-related requests we may reasonably make, all as described above, or if we conclude in our sole discretion that for any reason the risk you present by using the Service is unacceptable or that you have violated this Agreement or any applicable laws, we may terminate the Agreement and your use of the Service.

The Bank and our authorized representatives agree to keep any information any of us may receive pursuant to this section confidential, except to the extent that it may be required to be disclosed to our regulators or as otherwise mandated by law.

- 24. Ownership Rights.** You acknowledge and agree that the Bank and/or any third-party service provider we may utilize retains all ownership and proprietary rights in the Service and its associated content and technology. You may not copy, reproduce, distribute or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
- 25. DISCLAIMER OF WARRANTIES.** UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. FURTHER, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.
- 26. STANDARD OF CARE; LIMITATIONS ON LIABILITY.** WE WILL BE RESPONSIBLE FOR PERFORMING THE SERVICE USING ONLY REASONABLE AND ORDINARY CARE. UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT OR UNDER APPLICABLE LAW, YOU AGREE THAT OUR LIABILITY TO YOU WILL BE LIMITED TO ANY ACTUAL, DIRECT LOSSES OR DAMAGES YOU INCUR THAT ARE DIRECTLY CAUSED BY OUR MATERIAL BREACH OF THIS AGREEMENT OR BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 27. Changes; Termination.** We may amend this Agreement from time to time. We will normally notify you of any material changes via email or on our website by providing a link to the revised Agreement. Your continued use of the Service after any change becomes effective constitutes your acceptance of the revised Agreement. Further, we

reserve the right, at any time in our sole discretion, to modify, restrict, suspend or discontinue the Service or any portion thereof or your use of the Service or any portion thereof, or to terminate this Agreement, immediately and without prior notice to you. Without limiting the generality of the foregoing, we may restrict, suspend or terminate your use of the Service if you have a rate of returned items that we consider excessive. If at any time you no longer wish to continue using the Service, you agree to promptly notify us.

28. Miscellaneous Provisions. You may not assign or transfer your rights and obligations under this Agreement or your use of the Service to any other person. We may assign or transfer our rights and obligations under this Agreement in whole or in part, and we may delegate, outsource or subcontract any of our responsibilities relating to the Service or any part thereof, all without notice to or approval by you. This Agreement shall be governed by the laws of the state of Georgia and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Any provisions of this Agreement which by their inherent nature would be deemed by a reasonable person as intended to survive termination of the Agreement, including but not limited to your indemnification obligations hereunder and the applicability of various provisions to deposits transmitted prior to termination, shall so survive.