

This agreement governs the use of electronic banking services through accounts held by the Bank that are established for business purposes. Please read this document and retain it for your future reference. If you use any electronic banking service provided, you agree to be bound by the applicable terms and conditions set forth below.

The agreement applies to you if you have contracted for one or more of the following electronic banking services.

- Our ATM or Check (Debit) Card for use at ATMs or point-of-sale (“POS”) terminals.
- Our Telephone Banking.
- Our Online Banking or Online Bill Paying services.
- Our Online Banking with Quicken® or Quickbooks® or Online Bill Paying with Quicken® or Quickbooks® services.
- Our mobile online banking, mobile online bill paying, or Remote Check Deposit Service via Mobile Device through Business Online Banking , or Business Banking Mobile Downloadable Applications (“Mobile Business Banking Solutions”).
- The direct deposit of periodic payments from third parties into your accounts.
- Pre-authorized withdrawals from your account for payment to a third party (other than us) such as a loan payment to another financial institution or an insurance premium payment.
- Other specified services that you may establish from time to time for which transactions are initiated electronically, from your home or office computer or by telephone rather than by a written order or other document.

Applicability and Definitions

Except as otherwise noted, the provisions of the section marked “**General**” apply to all of the products, services and agreements covered by this agreement. Your electronic banking services are subject to these provisions as well as to the provisions listed under the heading for the specific electronic banking service that you have established. As used in this agreement, “accounts” refer to all deposit accounts that you have with us, while “checking account” refers to any account on which you may write a check. “You” and “your” refer to all of the accountholders or any of them. “The Bank,” “we,” “us” and “our” refer to the BNY Mellon, National Association and its successors and assigns “business day” means any day other than a Saturday, Sunday, public holiday under the laws of the Commonwealth of Pennsylvania or other day on which the Bank is authorized or required by law or regulation to be closed. “Transactions” refer to all transfers, payments, withdrawals, deposits, and other transactions made to or from your accounts through the electronic banking services described in this disclosure. “Automatic Recurring Payment” means a payment that is authorized to be sent automatically to the same merchant for the same amount and at predetermined times permitted by us. “Access device” means a Card, code or other means of access, whether issued by us or by a third party, that may be used to initiate electronic funds transfers to or from your accounts. “Card” and “Banking Card” both mean an ATM Card or BNY Mellon, N.A. Check Card that is associated with your deposit accounts with us. “BNY Mellon Check Card” means a BNY Mellon Business or CMAA Business Check Card Debit MasterCard®. “ATM Card” is a Card that you can use at an ATM or at a POS terminal with your PIN but not at a POS terminal without your PIN. “Automated teller machine” and “ATM” refer to any automated teller machine that is part of a network (such as StarSM, CIRRUS®, Maestro®, or NYCE) that accepts your Card. “PIN”, “VRU Access Number”, “Company ID”, “User ID”, and “Password” all mean a series of letters and/or numbers that identifies you as an authorized user of a particular electronic product or service. “Computer” or “PC” means your personal computer or modem. “Software” means your Quickbooks® or Quicken® software and any future types or versions supported by us for use with Online Banking with Quicken® or Quickbooks®. All times listed are Eastern Time.

Cardholder's Agreement for Electronic Banking Services Available through Your Card

You agree that this agreement governs your Card services.

You agree that we may debit and credit the deposit and line of credit accounts associated with your electronic banking service in accordance with the instructions you give:

- by using the Card and your corresponding PIN at automated teller machines and point-of-sale terminals (except for line of credit accounts);
- by using your Card without your PIN for point-of-sale transactions with merchants that accept debit MasterCard® transactions (applicable only if you have a BNY Mellon Check Card);

You agree that we may treat the instructions that you give in these ways as if they were written orders bearing your genuine signature.

Using your Card and PIN

In order to assist us in maintaining the security of your accounts, the ATM Card and the BNY Mellon Check Card remain our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or BNY Mellon Check Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction or for any illegal transactions, including Internet gambling or similar activities. You agree not to use your ATM Card or BNY Mellon Check Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM card may only be used with your PIN. Certain transactions involving your BNY Mellon Check Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your ATM Card or BNY Mellon Check Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or BNY Mellon Check Card or to write your PIN on your ATM Card or BNY Mellon Check Card or on any other item kept with your ATM Card or BNY Mellon Check Card. We have the right to refuse a transaction on your accounts when your ATM Card or BNY Mellon Check Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account(s) depends upon your maintaining possession of your ATM Card or BNY Mellon Check Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of you PIN has been compromised.

Affected Accounts

Any account that meets the criteria listed in this section is a "linked account". Linked account for purposes of an ATM card or a BNY Mellon Check Card means any deposit account or line of credit on which you are listed as an account holder and you request at the time you establish the account to have access to the account through your ATM card or BNY Mellon Check Card. Linked account for purposes of Online Banking, Mobile Business Banking Solutions and Telephone Banking is any deposit account on which you are listed as an account holder plus any other authorized accounts. You also agree that line of credit accounts will also be subject to this agreement and the transactions it describes, if you have designated a primary line of credit account through Telephone Banking or Online Banking. You cannot pay bills using a line of credit account. You agree that this agreement will apply to deposit accounts and line of credit accounts that you have with us now and in the future.

Types of Available Transactions and Limits on Transactions at ATMs

You may be able to use your Card at automated teller machines owned by other organizations. Available services may differ and other restrictions may apply at those machines. Other institutions and ATM networks may charge you a fee for electronic funds transfers and balance inquiries.

Where available, you may conduct the following electronic funds transfers with the accounts designated for your Card:

- Withdraw cash;
- Make deposits at specified ATMs;
- Transfer funds;
- Balance Inquiries;
- Make point-of-sale purchases (e.g. postage stamps) at specified machines (Such purchases will be considered point-of-sale transactions subject to the rules and limits set forth in this disclosure for point-of-sale transactions.)

Your Card is designed to allow you to access multiple checking and savings accounts at certain ATMs. ATMs bearing the STARSM logo may permit you access to up to four checking and four savings accounts.

If you use your Card to request a withdrawal at an ATM that does not permit you to specify the type of account from which the withdrawal is to be made, we will make the withdrawal from the primary checking account linked to your Card. If you do not have a Primary checking account linked to your Card, we will make the withdrawal from the primary savings account linked to your Card.

Normally, you may use your Card to withdraw \$1,010 each day at an ATM. However, if you have requested and received a non-standard withdrawal limit, this limit may be different. Any documentation provided to you which indicated that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

You may use your Card at an ATM to transfer up to \$99,999.99 per transfer between your linked accounts. Deposits and transfers made at an ATM after the deposit deadline may not be posted to your accounts until the next business day.

Point-Of-Sale

You may also use your Card to pay for purchases (including “cash back” transactions in which a merchant distributes cash to you) directly from your Card’s designated primary checking account (except a money market account) at businesses that honor your Card through a point-of-sale transfer service. Normally, you may use your Card for point-of-sale transactions for up to \$5,010 each day unless you have requested and received a non-standard limit.

You agree to settle all disputes regarding the goods or services that you purchased with the Card with the merchant who honored the Card.

Foreign Currency Transactions

If you use your Card to make a point-of-sale purchase or an ATM withdrawal in a foreign currency, MasterCard® will convert the transaction to U.S. currency using its currency conversion procedure. You will be subject to a MasterCard Issuer Cross-border Assessment and a MasterCard Currency Conversion Assessment, currently the two assessments in aggregate total 1% of your transaction amount for transactions conducted in a foreign currency. The charge of the Cross-border Assessment is predicated on the location of the merchant or ATM/POS machine, if either are not located in the United States of America, regardless of the currency, you will be charged a MasterCard Cross-border Assessment. Please see the Business Price Schedule for more information.

Daily Limits

The Automated Teller Machine and Point-of-Sale sections describe daily limits on transactions. The “day” used to calculate these limits runs from midnight of each day to midnight of the next day. A BNY Mellon Check Card point-of-sale transaction may not be deducted from your account balance on the date that it occurs; however, the transaction date is used to determine whether the point-of-sale daily limit has been reached.

Telephone Banking and Online Banking Transactions

Through Telephone Banking and Online Banking, you may use your Telephone Banking VRU Access Number or Online Banking Company ID, User ID and corresponding Password to transfer funds between your linked deposit and line of credit accounts in the amounts and on the days you request and you may make balance inquiries on your linked

accounts. As an exception, transfers to and from Certificates of Deposit are not permitted and transfers from Retirement Savings Money Market accounts are not permitted. Transfers from savings and money market accounts are limited by applicable federal law as stated in your account Rules. No one transfer can exceed \$99,999,999.99.

Online Bill Paying Transactions

You can get our Online Bill Paying services by requesting the ability to transmit funds to 1 or more payee(s). You must make this request in writing. Upon your request to establish merchants for Online Bill Paying services, you agree to the Online Bill Paying services provisions of this Agreement set forth below. You must be enrolled in our Online Banking service and have at least one checking account with us to use our Online Bill Paying services. You may only add payees/merchants to our Online Bill Paying services via Business Online Banking.

You agree that any payment that you make will be charged to the primary checking account designated for the Bill Paying unless you instruct us to charge another eligible linked account. For Online Bill Paying, payments not previously scheduled will be sent to the payee on the business day after the business day on which we receive your instruction to pay. Automatic bill payments that have been arranged with us in advance will be sent to the payee on the day you have scheduled them to be sent. Payments initiated or scheduled on days that are not business days will require one additional business day for processing. In order for a payment instruction to be considered received by us on a specified date, it must be received before 10:30 p.m. Eastern Time. Payment instructions received after 10:30 p.m. Eastern Time on a business day or on a day that is not a business day will be considered received on the next business day. Although payments will be disbursed promptly, we cannot and do not guarantee prompt receipt by payees of payments and/or credit advices sent through the mail. You agree that we have no responsibility or liability for any damages, expenses, charges or liabilities that you may incur as a result of any failure or delay on the part of the U. S. Postal Service in delivering any payment or on the part of any payee in crediting any payment. You agree that we have no responsibility or liability for any act or omission beyond that which is imposed on us by law. Online Bill Paying payments will be deducted from your account two business days after the day on which you have them scheduled to be sent.

If a bill payment you make is returned for insufficient funds, we will block further payments from your overdrawn Online Bill Paying linked accounts for up to five (5) business days, following your correction of the overdraft status of the account.

There is no limit on the number of bills you can pay, but no single bill payment can exceed \$20,000.00 and the total amount of all bill payments that you make on any given business day cannot exceed \$100,000.00. To prevent duplicate payments, you cannot make two payments to the same payee in the same amount on the same business day. If you request, and we agree, we may assign customized bill payment limits.

You may only transmit payments to payees with United States addresses, U. S. Foreign Territories, or overseas U. S. Military Establishments. We reserve the right to refuse to pay certain payees and to refuse to honor payment requests that appear to us to be fraudulent or erroneous.

Online Banking with Quicken® or Quickbooks Agreement

This agreement (“Agreement”) governs your Online Banking with Quicken® or Quickbooks®. You must have at least one checking account with us to use Online Banking with Quicken® or Quickbooks®.

Computer Requirements and Software (Online Banking with Quicken® or Quickbooks® only) You are responsible for the installation, maintenance and operation of your PC and Software. We are not responsible for any errors or failures from any malfunction of your PC or Software and we are not responsible for any computer virus or related problems that may be associated with your use of Online Banking with Quicken® or Quickbooks® or Online Bill Paying with Quicken® or Quickbooks® or the Software. WE DISCLAIM ALL WARRANTIES REGARDING YOUR COMPUTER AND SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Online Banking with Quicken® or Quickbooks® and Online Bill Paying with Quicken® or

Quickbooks only include certain functions. Your Software may include other functions and we are not responsible for them. We reserve the right to discontinue supporting software types or versions at any time.

Functions

By requesting access to the Online Banking with Quicken® or Quickbooks® and Online Bill Paying with Quicken® or Quickbooks® service, you agree to the terms of this Agreement. You may access linked accounts through Online Banking with Quicken® or Quickbooks®.

Affected Accounts

Any deposit account is eligible to be a “linked account” if you are listed as a holder on the account or other authorized account and access to the account is not otherwise limited or prohibited.

Online Banking with Quicken® or Quickbooks® Transactions

Through Online Banking with Quicken® or Quickbooks®, you may use your User ID and corresponding password to transfer funds between your linked accounts, in the amounts and on the days you request. As an exception, you cannot transfer funds to or from Certificates of Deposit. Transfers from savings and money market accounts are limited by applicable federal law, as stated in your account Rules. Also, transfers to and from Retirement Savings Money Market accounts are not permitted.

Transfer requests made by 11:59 p.m. on a business day will be posted as of the same business day. Transfer requests made after 11:59 p.m. on a business day or on a day that is not a business day will be posted as of the next business day. Transfers are subject to funds availability. Balance and transaction information will generally be current only as of the preceding business day. Transactional information for your linked accounts will be available for your current statement cycle. No one transfer can exceed \$99,999.99.

Transfers from a line of credit cannot be made through Online Banking with Quicken® or Quickbooks®. We may, in the future, allow lines of credit to become linked accounts. A transfer from a line of credit will be treated as a cash advance from that account and is subject to our line of credit agreement. When using Online Banking with Quicken® or Quickbooks® to make transfers from line of credit accounts, you agree that we may take any action necessary to obtain cash advances on your behalf, including charging your line of credit account with us without your signature.

Online Bill Paying with Quicken® or Quickbooks® Transactions

Through Online Bill Paying with Quicken® or Quickbooks®, you may use your User ID and corresponding password to make payments from your Online Bill Paying with Quicken® or Quickbooks® Accounts (as defined below) that meet the criteria outlined in the section labeled “Affected Accounts” to any person or business in the United States, schedule future payments, establish recurring payments and review, change and cancel payments. As an exception, tax and court-ordered payments are not permitted.

You must use your PC and Software to authorize a payment through Online Bill Paying with Quicken® or Quickbooks®. If you have more than one checking account linked to Online Banking with Quicken® or Quickbooks®, your Software will prompt you to designate the account from which we are to make the payment (the “Online Bill Paying with Quicken® or Quickbooks® Account”).

After we receive your payment instruction, the payment will be made either by transferring funds electronically to an electronic payee or by preparing a check from your appropriate Online Bill Paying with Quicken® or Quickbooks® Account and mailing the check to the payee. Instructions to make a payment to any type of payee should be received by us at least five business days before the business day on which the payment is due the payee.

In order for a payment instruction to be considered received by us on a specified date, it must be received before 11:59 p.m. Payment instructions received after 11:59 p.m. on a business day or on a day that is not a business day will be considered received on the next business day. We cannot and do not guarantee prompt receipt by payees of payments sent through the mail. You agree that we have no responsibility or liability for any damages, expenses, charges or

liabilities that you may incur as a result of any failure or delay on the part of the Postal Service in delivering any payment or on the part of any payee in crediting any payment. You agree that we have no responsibility or liability for any act or omission beyond that which is imposed on us by law.

You authorize us to debit the designated Online Bill Paying with Quicken® or Quickbooks® Account on the date the payment is sent to an electronic payee. You authorize the payment of checks issued to check payees and drawn on a designated Online Bill Paying with Quicken® or Quickbooks® Account on the day they are presented to us for payment, or at an earlier time if we receive notification that such items have been deposited at another financial institution. We may pay such items in any order that we decide. You must have enough money in the designated Online Bill Paying with Quicken® or Quickbooks® Account to complete the payment and should be aware that transactions other than Online Banking with Quicken® or Quickbooks® transactions may affect your account balances.

You may only transmit payments to payees with United States addresses, U. S. Foreign Territories, or overseas U. S. Military Establishments. We reserve the right to refuse to pay certain payees and to refuse to honor payment requests that appear to us to be fraudulent or erroneous.

You may use Online Bill Paying with Quicken® or Quickbooks® to authorize Automatic Recurring and non-recurring payments with fixed or variable payment amounts. An Automatic Recurring Payment will be sent on the preceding business day if the regular payment date falls on a day other than a business day. To authorize an Automatic Recurring Payment, we recommend that you use a printer or other means to obtain a printed copy of your authorization for your records. If you do not have a printer, continue to authorize the payment on a payment-by-payment basis until you have sent us a written authorization to make the payment on an automatically recurring basis. Call or write us at the phone number or address listed on the last page of this document if you need a written authorization.

You may use Online Bill Paying with Quicken® or Quickbooks® to cancel payments if the payment has not already been processed. To cancel a payment, your request must be transmitted to us through Online Bill Payment with Quicken® or Quickbooks® at least five business days before the business day on which the payment is due the payee.

Mobile Business Banking Solutions

This service is provided to you by the Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A below is a legal agreement between you and the Bank, that supplements the terms of (a) all related Banking Account agreements, and (b) all related disclosures, including but not limited to the Online Privacy (the agreements and disclosures described in (a) and (b) are sometimes referred to in this Agreement as the "Banking Account agreements"). Section B of this Agreement is a legal agreement between you and the Licensor.

Section A - Mobile Business Banking Solutions

The Bank offers a number of ways for you to access your banking account information and key transactions using a supported Mobile Device.

Mobile Business Banking Solutions

Mobile Business Banking Solutions can be accessed in two different ways:

1. **Mobile Downloadable Application:** This is an application that you download onto your supported Mobile Device from (i) a link on the Mobile Optimized Website, or (ii) from the applicable application store. The application is provided by a third party service provider and once downloaded onto your supported Mobile Device and running will allow you to directly access your banking accounts through your supported Mobile Device. The application, currently, will permit you to view account balances, pay bills to pre-established payees/merchants, make certain internal transfers and utilize the Remote Check Deposit Service.

2. **Mobile Optimized Website:** Allows you to access your banking accounts using your supported Mobile Device, mobile web browser and Internet connection. The Mobile Optimized Website will permit you to view account balances, pay bills to pre-established payees/merchants, and make certain internal transfers.

Requirements For Use

To access any of the Mobile Business Banking Solutions (including the Remote Check Deposit Service) you must first have access to Business Online Banking. The Company ID, User ID and Password used for Business Online Banking will be the same Company ID, User ID and Password you use to access the Mobile Business Banking Solutions (please note that once your Mobile Device is registered you will need to log in each time for each of the Mobile Business Banking Solutions). You must register your Mobile Device using the Mobile Banking Center within the Administration Tab of Business Online Banking from your personal computer and not from your Mobile Device prior to obtaining access to Mobile Business Banking Solutions. Mobile Business Banking Solutions services are limited to those banking accounts that accessible by you using Business Online Banking.

To utilize the Mobile Downloadable Application and Mobile Optimized Website you must have access to a supported wireless communication provider via your Mobile Device.

An updated list of supported Mobile Devices, mobile operating systems and wireless communication providers can be found in the Mobile Banking Center within the Administration Tab of Business Online Banking. We reserve the right to add, change, or remove support for mobile devices or operating systems at any time without notice. The fact that a particular Mobile Device is included in the list of supported Mobile Devices does not constitute a recommendation, endorsement or any representation or warranty of any kind by the Bank regarding the performance or operation of such Mobile Device. It is your sole responsibility to select which Mobile Device you purchase or lease and which wireless communication provider supports your Mobile Device and any and all issues concerning the operation, performance and costs associated with your Mobile Device and the network that it operates on are between you and your wireless communication provider.

Terms and Conditions

1. While the Bank does not currently assess a fee for Mobile Business Banking Solutions, if we decide to start charging fees in the future, these fees are separate and apart from any charges that may be assessed by your wireless communication provider for data transmission between you and the Bank. You are responsible for any fees or other charges that your wireless communication provider may charge for any related data.
2. If you lose your registered Mobile Device or if it is stolen, you agree to disable the use of such Mobile Device by unregistering your Mobile Device in the Mobile Banking Center within the Administration Tab of Business Online Banking from your personal computer. You should not store your Company ID, User ID or Password on your Mobile Device. You acknowledge that there are risks involved in using your Mobile Device to access your banking accounts and if your Mobile Device is lost or stolen, your confidential information could be accessed and unauthorized transactions could be accomplished.
3. The Bank provides its Mobile Business Banking Solutions (including the Remote Check Deposit Service) on an "AS IS" and "AS AVAILABLE" basis without any warranty or guarantee. You understand and agree that on occasions the Mobile Business Banking Solutions may be unavailable, delayed, interrupted or disrupted for an indeterminate amount of time due to conditions beyond the Bank's control. Such conditions include, but are not limited to, transmission issues associated with your wireless communication provider which supports your Mobile Device, or any interruption, disruption, or failure in the provision by the Bank of its Mobile Business Banking Solutions due to equipment malfunctions, power failures, strikes, etc. The Bank, its affiliates, directors, officers and employees shall not be liable for any claim due to acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond the Bank's reasonable control.

Without limiting the generality of the foregoing, it is agreed that in no event will the Bank be liable for any lost profits or other indirect, special, incidental or consequential damages which you may incur or experience by reason of having used or relied on or arising out of or in connection with the Bank's Mobile Business Banking Solutions, even if the Bank was advised or otherwise made aware of the possibility of such damages.

4. You agree that by using Mobile Business Banking Solutions (including the Remote Check Deposit Service) information about your banking Accounts and transactions will be transmitted over the Internet. You agree that the Bank will have no liability to you, if an unauthorized third party obtains information about your banking Accounts or transactions despite reasonable precautions the Bank has taken to maintain the confidentiality of such information.
5. The Bank may terminate your access to any or all features of the Mobile Business Banking Solutions (including the Remote Check Deposit Service) at any time without advance notice, for any reason (including reasons unrelated to your banking accounts or your transactions).
6. You agree that information about your banking accounts available to you through the Mobile Business Banking Solutions may not include or reflect all of your recent (including still-pending) funds transfers and other banking account transactions.
7. Please refer to other portions of this Business Electronic Banking Services Disclosure and Agreement for other important information and terms and conditions associated with your use of BNY Mellon's Mobile Business Banking Solutions, which include but are not limited to: liability for unauthorized transactions and Bill Paying services and the other Banking Account agreements for other general information and terms and conditions associated with your banking accounts.

Remote Check Deposit Service

Currently, Remote Check Deposit Service is only available to clients who have downloaded the mobile banking application for an Apple iPhone (Apple and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries) or the mobile banking application for Android (Android is a trademark of Google Inc.).

Remote Check Deposit Service enables you to submit, for deposit to your account(s), electronic check images and associated documentation and information in lieu of depositing the original check from which such images are obtained. You acknowledge and agree that the Remote Check Deposit Service may not be used for any check that does not contain valid MICR data printed on the original check with magnetic ink character recognition.

You shall submit electronic check images and data to the Bank in such format, and with such associated check information, as the Bank may require from time to time as set forth in the application. You must endorse the back of each check in the appropriate space before you submit the check for deposit via the Remote Check Deposit Service. You are solely responsible for selecting the appropriate account to receive credit, entering all amounts and any other required information correctly, checking such amounts and other information for accuracy, and inspecting all images and data prior to transmitting to the Bank to ensure electronic image and data quality.

Electronic check images and data will be deemed to have been accepted by the Bank on the date that our systems receives the electronic check images and data and you have been sent an email approving the deposit. The Bank reserves the right to reject any electronic check image for any reason, before and/or after approval.

Electronic check images for deposit received by the Bank by 4:00 p.m. Eastern Time on a Business day shall be processed if approved as of the same Business day. Electronic check images for deposit received by the Bank on other than a Business day or after 4:00 p.m. Eastern Time on a Business day shall be processed if approved on the next Business day. For purposes of the Bank's Commercial Funds Availability Policy (as in effect from time to time), the day of deposit for an approved electronic check image is the Business day as of which we process the approved electronic check image.

Remote Check Deposit Service may not be used for any check that is in an amount greater than \$100,000. You may use the Remote Check Deposit Service to deposit an unlimited number of checks per Business day; however, the total deposit amount per account is limited to \$100,000 per Business day. Further, the total deposit amount for the Remote Check Deposit Service is limited to \$250,000 per account in any five consecutive Business days.

Upon presentation of an electronic check image for deposit to the Bank, you represent and warrant the following:

- The image and data contain an accurate representation of all information on the front and back of the original check at the time such check was transformed into an electronic check image and all endorsements that were collected on the original check up until the time the original check was converted into an electronic check image;
- Once you have transmitted an electronic check image for deposit to the Bank, neither the original paper check nor any physical copy of the original check will be presented for payment against the maker of the check and no person or institution shall be asked to make payment on such check; and
- Additionally, you make any and all additional warranties that the Bank must make under applicable law and regulation in order to process the electronic check image for collection.

The Bank recommends that you retain the original check for a period of time to allow the electronic image of the check or any substitute check produced there from to be presented for payment and either paid or returned by the payor bank.

Like other services available with Mobile Business Banking Solutions, the Remote Check Deposit Service may be unavailable, delayed, interrupted or disrupted for an indeterminate amount of time due to conditions beyond the Bank's control. You may deposit checks alternatively via ATMs that accept deposits, by placing such deposits in the mail or visiting one of our offices.

Section B - Agreement Terms for The Downloadable App

(In this Section B, the word "Agreement" refers only to this Section B - Agreement Terms for the Downloadable App, and not to Section A above.)

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE

FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF

EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

General

Other Agreements

You agree that electronic banking services you use remain subject to all other rules and regulations governing your accounts, and to any other agreements you have with us. You may not request transfers or payments from any account that requires two or more signatures. You agree not to change any linked account documentation to require two or more signatures until you first notify us to terminate your electronic access to such linked account. No such change will be effective as to your electronic banking service until we receive the notice and have an opportunity to act.

Records and Effectiveness

Our records regarding your electronic banking services, your instructions to us with respect to them and the services you have agreed to are conclusive, except as otherwise provided by law. You agree that instructions you give us for electronic banking services may be treated as if they were written orders bearing your written signature.

Available Funds

If you instruct us to make a payment or transfer exceeding the available funds in an account, you agree to pay the associated fees as if a check in the same account had been presented to be paid from the account, regardless of whether we make the payment or transfer. We may refuse to make any payment or transfer that would exceed the balance of available funds in the account from which the payment or transfer is requested.

Changes and Termination

You agree that we may add or discontinue services and fees for services and make other changes to this Agreement. We will use Business Online Banking and the Business Banking Mobile Downloadable Applications to notify you when any of the aforementioned changes occur. By your continued use of Business Online Banking or the Business Banking Mobile Downloadable Applications after such notification, you (a) consent to our providing this information to you electronically in this manner, (b) acknowledge and confirm that you can access the information we provide you electronically through Business Online Banking or the Business Banking Mobile Downloadable Applications, and (c) consent to the changes. You can always review the current version of this Agreement under the Disclosures Tab or may request a paper copy. We will follow any legal requirements applying to these notices.

We may also terminate these agreements and your ability to use the Card or other electronic banking service(s) without notice to you if you do not use the Card or electronic banking service(s) for more than six months.

Telephone Number and Address for Notification in Event of Unauthorized Transactions

If you believe your Card, Telephone Banking, or Online Banking Company ID(s), User ID(s), VRU Access Number(s), PIN(s), password(s), Mobile Devices or other access devices have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us. We strongly urge you to telephone us immediately if you suspect your accounts or access devices have been compromised. The address and telephone number are listed at the end of this disclosure.

You may call, write or visit the office at which one of your accounts is located for reporting unauthorized transactions, and lost or stolen Cards, Telephone Banking or Online Banking Company ID(s), User ID(s), VRU Access Number(s), PIN(s), password(s) and other access devices.

Account Information

Account balance figures and other account information received through our electronic banking services may not reflect recent transactions and may include funds that are not available for immediate withdrawal.

Fees

We may impose fees for electronic banking services in the future. If we do, we will give you any notice required by law.

E-Mail

E-mail sent by you will not be immediately received by us. If you need to contact us immediately (for example, to report that the secrecy of your PIN has been jeopardized or to stop payment on a check), do not use e-mail. Call us instead at the number listed on the last page of this document. No action will be made on your e-mail until it is actually read by us and we have an opportunity to act.

Authorizing Others to Access Your Accounts

You should inform your authorized individuals to think twice before they let someone else use one of their electronic banking services access devices (such as your Card, Telephone Banking or Online Banking Company ID(s), User ID(s), VRU Access Number(s), PIN(s), password(s) and other access devices. When they have authorized another person (for example, an individual or a company providing account aggregation services over the Internet) to use their access device, you are responsible for any transfers that person makes. This includes transfers of money from your accounts unless you have told us that transfers by that individual are no longer authorized.

Security

Your authorized individuals should keep their Company ID(s), User ID(s), VRU Access Number(s), password(s) and PIN(s) confidential (in a secure location, separate from account numbers, Software, etc.) to prevent unauthorized access and use of your linked accounts and electronic banking services. You should also periodically review the authorized individuals, including the administrator, to ensure their authorization to access your linked accounts through our electronic banking services is still appropriate. We can revoke or cancel your Company ID(s), User ID(s), VRU Access Number(s), password(s) or PIN(s) at any time, without giving you prior notice, to help us maintain the security of your accounts. If anyone repeatedly tries to use an incorrect Company ID(s), User ID, VRU Access Number, password or PIN to conduct any electronic banking services from your accounts, we may prevent further use of their Company ID(s), User ID(s), VRU Access Number(s), password(s) or PIN(s). Also, if we suspect unauthorized use of your Card or your electronic banking services, we may temporarily prevent further use of your Company ID(s), User ID(s), VRU Access Number(s), password(s) and PIN(s).

Notice of ATM Safety Precaution

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your BNY Mellon ATM Card or BNY Mellon Check Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around the ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on you account statement. Report errors immediately. Do not leave receipts at an ATM location.

Data Recording

The information and e-mail messages you enter through Telephone Banking, Online Banking, Mobile Business Banking Solutions or Online Banking with Quicken® or Quickbooks® (including Bill Paying) may be recorded. By using those electronic banking services, you consent to the recording of this data.

Account Information to Third Parties

We will disclose information to third parties about your account or the transactions you make:

- Where it is necessary for completing transactions.
- In order to verify the existence and condition of your account or our experience with your management of the 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. Through your account agreements with us, you may have already given us your written permission to share information about your accounts with others.

Right to Receive Documentation of Transactions

You can get a receipt at ATMs and point-of-sale machines for any withdrawals, deposits, transfers, payments, balance inquiries or point-of-sale purchases. However, you may have the option at an ATM to elect to not receive a receipt and a Merchant is not required to provide a receipt on any POS transaction equal to or less than \$15.00.

If you have arranged to have a direct deposit made to your account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made. The number to call is printed on your periodic account statement.

If you have contracted for any of the services described earlier in the disclosure, you will get a monthly statement for each account if there is an electronic banking transaction to or from that account in that month. If there is no transaction, you will get a statement at least quarterly.

Right to Stop Payment and Procedures – Not Electronically Transmitted to us.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. For payments **not** being made through Telephone Bill Paying, Online Bill Paying, Mobile Business Banking Solutions or Online Bill Paying with Quicken® or Quickbooks® call or write us in time for us to receive your request three (3) or more business days before the payment is schedule to be made. The phone number and address to which such a request should be directed are printed on your periodic account statement.

Right to Stop Payment and Procedures – Electronically Transmitted to us.

For Online Bill Paying, Mobile Business Banking Solutions and Online Bill Paying with Quicken® or Quickbooks® payments, call or write us in time for us to receive your request before 5:00 p.m. on the day that the payment is scheduled to be deducted from your account. Contact us at the address or telephone number listed at the end of this Disclosure. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

You must tell us your name and account number, the name of the payee and the amount and date of the payment whenever you request to cancel a payment.

Notice of Varying Amounts

If these regular pre-authorized payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the payment would fall outside certain limits that you set.

Your Liability

You accept all liability that can be legally imposed upon you for each use of the Card at ATMs and POS terminals and each use of the Telephone Banking, Online Banking, Mobile Business Banking Solutions or Online Banking with Quicken® or Quickbooks® services, whether or not authorized by you. You agree to notify us immediately if you believe the Card, or any of your Telephone Banking, Online Banking Company IDs, User IDs, VRU Access Numbers, passwords or PINs has been lost or stolen, or if you think that any of them has been or may be used by anyone without your authorization. You should call us IMMEDIATELY at the number listed on the last page of this disclosure. This disclosure contains more information about your liability for electronic banking transactions.

Our Liability for Failure to Stop Payment of Pre-Authorized Transactions

If you order us to stop one of these payments three (3) or more business days before the transaction is scheduled and we do not do so, we will be liable for your losses or damages. The three (3) or more business days notice period does

not apply Online Bill Paying, Mobile Business Banking Solutions Bill Paying or Online Bill Paying with Quicken® or Quickbooks® payments. If you order us to stop one of these payments by 5:00 p.m. of the day on which the payment is scheduled to be deducted from your account and we do not do so, we will be liable for your losses or damages. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account in time in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money available in your account to make the transaction.
- If the transaction would go over the credit limit on your overdraft line or line of credit account (if any).
- If circumstances beyond our control (such as fire, flood or a mechanical or electrical failure) prevent the transfer despite reasonable precautions that we have taken.
- If a machine or system was not working properly and you know about the breakdown when the transaction was started or before the transaction was scheduled to occur.
- If the automated teller machine where you are making the transaction does not have enough cash.
- If the money in your account is subject to a funds availability hold, legal process or other encumbrance restricting transfers.

There may be other exceptions not specifically mentioned above.

In Case of Errors or Questions About Your Electronic Transactions

If you think there is an error on your statement or receipt, or if you have a question about your electronic transactions, telephone or write to us at the telephone number or address of the Bank that is printed on your periodic account activity statement.

Call or write us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 30 days after we sent you the first statement on which the problem or error appeared.

- Tell us your name and 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 verbally, we may require that you send us your complaint or question in writing within 10 business days.

Telephone Banking – Lost or Stolen Cards; Account Numbers; PINs/Other Access Devices; or Unauthorized Transfers

BNY Mellon, National Association
EFT Investigations Area
P.O. Box 3147
Pittsburgh, PA 15230-3147
1 800 830-0549

Online Bill Paying – Stop Payments (Written Requests)

BNY Mellon (National Association) Phone Center
Online Bill Paying
P.O. Box 535008
Pittsburgh, PA 15253-5008
1 800 830-0549

**Online Banking with Quicken® or Quickbooks® / Online Bill Paying with Quicken® or Quickbooks® /
Online Banking – Account Numbers; PINs /Other Access Devices; or Unauthorized Transfers**

BNY Mellon (National Association) Phone Center
P.O. Box 535008
Pittsburgh, PA 15253-5008
1 800 830-0549