



Truist Online and Mobile Banking Service Agreement

Effective as of 9/17/2026

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1. Introduction

This Agreement and Initial Disclosures (the “Agreement”) governs the use of the Truist Online and Mobile Banking service (the “Service”). By subscribing to the Service or using the Service, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest you print a copy of this Agreement.

PLEASE NOTE THERE IS A MUTUAL ARBITRATION AGREEMENT BEGINNING ON PAGE 51 OF THIS AGREEMENT. PLEASE READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

You may use an electronic device to access the Service through Truist.com or personal financial management software, which you must purchase from the software manufacturer or a retailer of your choice. Your use of the personal financial management software is governed by the software license agreements included with each software application. You must agree to the terms and conditions of the software license agreements during the installation of the personal financial management software on your electronic device. You are responsible for the correct set-up and installation of the personal financial management software. We suggest you print a copy of the software license agreements included with the personal financial management software.

Mobile Banking Licensing Terms for Users of Third-Party Software. If you access the mobile banking service through software downloaded to or pre-loaded on your wireless device (software), you agree to the following licensing terms (terms):

Truist and the third-party software providers reserve all rights to the copyrighted software not expressly granted herein. You may use the software solely for accessing the mobile banking service subject to the terms. You may not do any of the following to the software: (i) modify, revise or create any derivative works; (ii) decompile, reverse engineer or otherwise attempt to derive the source code; (iii) redistribute, sell, rent, lease, sublicense or otherwise transfer rights; or (iv) remove or alter any proprietary notices, legends, symbols or labels, including, but not limited to, any trademark, logo or copyright. Neither the software licensor nor the wireless network provider is responsible for any of the materials, information and financial products or services made available to you through the software.

You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.

2. Definitions

The following definitions apply to this Agreement:

- “Account(s)” refers to your eligible checking, savings, brokerage, investment advisory, trust, investment management, escrow, custodial, individual retirement account, insurance policy or annuity contract, mutual fund, certificate of deposit, money market, loan, line of credit, credit card, prepaid card account or mortgage account you have with Truist and its affiliates, including Truist Investment Services. Some of your accounts may not be eligible for certain transactions using the Service.
- “Account agreement(s)” means any account agreement, such as the Bank Services Agreement (for consumer accounts), brokerage, investment management, escrow, custodial, individual retirement or other applicable agreement, as amended from time to time, relating to an account or other relationship you have with us and all related disclosures associated with such agreements, including, but not limited to sweep feature disclosures and investment management disclosure brochures.
- “Applicable law” means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental or self-regulatory authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the Consumer Financial Protection Bureau (CFPB), the Financial Industry Regulatory Authority (FINRA), Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).
- “Mobile Banking” means the portion of the Service accessed through an application (the “app”) downloaded to your mobile device. The app allows you to perform various functions including viewing account balances and

transaction information, bill payments and transferring funds.

- “Non-Truist account(s)” means your accounts at another financial institution.
- “Online Banking” means the Internet application portion of the Service accessed via a web browser regardless of device type.
- “Personal financial management software” means the computer program through which you may access the Service (example, Quicken or Quickbooks).
- “Service(s)” refers to collectively, any or all of online banking services and other financial services, described in this agreement, which allows you to electronically access account and transaction information, transfer funds, originate transactions, pay bills, and otherwise interact with your Accounts on an electronic device.
- “Software license agreement(s)” means the software license agreements governing your use of the personal financial management software.
- “Truist” or “Bank” refers to Truist Financial Corporation and its affiliates.
- “We”, “Us” or “Our” refers to Truist and any agent, independent contractor, designee or assignee Truist may, in its sole discretion, involve in the provision of the Service. Although not capitalized throughout this Agreement, any reference to ‘we’, ‘us’ or ‘our’ below invokes this definition.

3. Security

(a) User ID and Password

You will be asked to choose your personal user ID and password. We may set standard requirements for your user ID and password. You authorize us to follow any instructions entered through the Service using your user ID and password. You agree not to give or make available your user ID and password to any person. Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made. We may ask you to change your user ID and password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene or threatening when defining your user ID or any other personalization of your account(s).

It is possible you may access your user ID and password within the Service through biometric identification settings on your device, including but not limited to, fingerprint recognition, face recognition, iris recognition, voice recognition; under various trade names, including but not limited to, Touch ID or Face ID or Fingerprint (collectively any biometric access to your user ID or password through biometric or similar access from your device are hereinafter referred to as “Biometric Access”).

Truist does not provide any Biometric Access technology and does not save biometric information in the Service or access any biometric information on the access device. Biometric Access must be enabled on the device in order to enable it for online banking, and Truist may limit use of Biometric Access to accessing your user ID and password in certain circumstances, but you are solely responsible for the access device security and use of user ID and password. Truist does not save your Service password on your access device.

You acknowledge and agree that anyone with Biometric Access to the access device, even if unknown to you, will have authority to access your accounts and will be authorized to initiate transactions through the Service.

TRUIST ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRIC ACCESS BELONGS TO INDIVIDUALS WITH AUTHORITY TO INITIATE TRANSACTIONS ON ACCOUNTS ACCESSED THROUGH THE SERVICE. BY AGREEING BELOW, TRUIST RELIES ON YOUR REPRESENTATION THAT ANYONE WITH BIOMETRIC ACCESS IS AUTHORIZED TO VIEW INFORMATION AND TRANSACT ON THE ACCOUNTS ACCESSED THROUGH THE SERVICE.

(b) Authentication

In addition to your user ID and password and information you provide to us, you will be presented with authentication question choices and prompted for responses when you initially access the Service. You may be asked to update these questions and responses, and may be presented with these questions when you access the Service and/or make certain transactions using the Service. In addition, we may require you to use, one or

more types of, authentication tokens or codes to verify your identity and the device you use to access the Service, or to verify a specific transaction. We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons, or if we suspect fraud. We will use the information provided to us to contact you in certain events and you are responsible for returning our phone and email messages. We will never ask you username and passwords when contacting you over the phone or by email. You agree to have no expectation of your phone and email addresses to be used for authentication purposes and valid Security Procedures may be provided for validation of transactions from phone numbers other than the numbers provided to us.

4. Bill Pay Service

(a) Terms and Conditions of the Bill Pay Service

The Bill Pay Service enables you to make payments (either one-time or recurring payments) online from your designated checking or money market account to third parties as you direct; and receive electronic bills from participating Billers (defined below), view Biller bill summary and bill detail information.

By choosing to use the Bill Pay Service in addition to the Online Banking Service, you agree to be subject to the terms and conditions outlined in these Bill Pay Service terms (the "Bill Pay Service Terms").

We are offering you the Bill Pay Service through one or more Bill Pay Service Providers that we have engaged to render some or all of the Bill Pay Service to you on our behalf. However, notwithstanding that we have engaged such a Bill Pay Service Provider to render some or all of the Bill Pay Service to you, any liability to you for any payments or transfers conducted using the Bill Pay Service is borne by us and not the third party to the extent any liability attaches in connection with the Bill Pay Service. You agree that we have the right under this Agreement to delegate to Bill Pay Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Bill Pay Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

(b) Bill Pay Service Definitions

The following definitions apply to the Bill Pay Service:

- "Bill Pay Service" means the bill payment service offered by Truist through our Bill Pay Service Providers.
- "Bill Pay Service Provider" means companies that we have engaged (and their affiliates) to render some or all of the Bill Pay Service to you on our behalf.
- "Bill Pay Site" means the portion of our online banking site or mobile application site through which the Bill Pay Service is accessed.
- "Biller" or "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.
- "Billing Account" is the account from which all Bill Pay Service fees will be automatically debited.
- "Deliver By Date" is the day you want your Biller to receive your bill payment, unless the Deliver by Date falls on a non-Business Day in which case the previous Business Day will be considered to be the Deliver by Date.
- "Due Date" is the date reflected on your Biller statement on which the payment is due. It is not the late date or grace period.
- "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- "Payment Account" is the checking or money market account from which bill payments will be debited. There may be limits on or fees associated with the number of withdrawals per month from money market accounts. Refer to the [Personal Deposit Accounts Fee Schedule](#).
- "Payment Instruction" is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Deliver By Date).

- “Scheduled Payment” is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

(c) Bill Pay Service Guarantee

Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. We are not responsible for postal delays or processing delays by the recipients. The Bill Pay Service will bear responsibility for any late payment related charges up to \$50.00 per payment, should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Bill Payment Scheduling” in this Agreement.

(d) Bill Payment Scheduling

The earliest possible Deliver By Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the Bill Pay Site when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Deliver By Date less than the earliest possible Deliver By Date designated for each Biller. When scheduling payments, you must select a Deliver By Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver By Date that is at least one (1) Business Day before the actual Due Date. Deliver By Dates must be prior to any late date or grace period.

When you schedule a bill payment, you authorize us to withdraw the amount of your payment from your account(s) on a date prior to the Deliver By Date and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you.

For payments made by electronic transmission, the payment amount will be debited from, or charged to the account that you designate either two (2) Business Days prior to, or on the Deliver By Date. The date that applies to each payment will be displayed within the application, and may be shown as either “Withdraw On” date or “Payment Pending” date. For payments made by check, the account you designate will be debited when the check is presented to us for payment which may occur before, on, or after the Deliver By Date.

As indicated above, some payments may be made by a check. We send all checks through the United States Postal Service. We are not responsible for postal delays or processing delays by the recipients. Since we can't predict the exact date that a check will be presented to us for payment, please make sure you have sufficient funds in your account beginning a few days before your Scheduled Delivery Date and keep such funds available until the payment is deducted from your account.

(e) Expedited Payment

Please note, Expedited Payments may not be available for all customers. When scheduling payments within the application, options for Rush Delivery will be presented for participating Billers if Expedited Payments are available for your account. An Expedited Payment is an optional service available with participating Billers that allows you to have your payment initiated and processed immediately for an additional fee. There are two Expedited Payment options available. A Same Day Bill Pay (sent as an electronic payment to participating Billers) will be processed and posted the same day. An Overnight Check payment (sent as a paper draft payment to any Biller who accepts paper payments) will be sent via overnight delivery to the Biller for receipt by the end of the next Business Day. Please note, although the payment will arrive earlier than the typical four (4) Business Days, it is at the Biller's discretion how quickly the payment is processed and posted. The Bill Pay Service will automatically determine which Expedited Payment option is available to you to make payments to a specific Biller, and it will also automatically determine the date by which your Expedited Payment will be processed (“Deliver By Date”).

The Expedited Payment option may not always be available. Depending on the time of day, you might not have sufficient lead time to make an Expedited Payment. If the Expedited Payment option is not available for an intended Biller, it will not be presented as an option to you and the earliest possible Deliver By Date, without a fee, will be designated.

Once you submit an Expedited Payment, it will begin processing immediately and you will not be able to change or cancel it (see Payment Cancellation Requests and Stop Payments Requests sections for additional information).

By selecting either of the Expedited Payment options, you authorize the Bill Pay Service to follow your payment instructions. For an Expedited Payment, you authorize us to charge a fee for each Expedited Payment as a

separate transaction. The amount of each Expedited Payment and each fee will be deducted from your account as separate transactions, which might result in you incurring an overdraft charge for the Expedited Payment as well as an overdraft charge for the fee if you do not have sufficient funds to process either the Expedited Payment or the fee.

You may incur a fee when using the Expedited Payment options in accordance with the fee schedule applicable to your Account. Please refer to the [Personal Deposit Accounts Fee Schedule](#) for specific fee information.

(f) Payment Authorization and Remittance

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives from you through the Bill Payment Site. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives. This authorization extends to introductory electronic bill presentment and delivery for limited time periods for eligible users.

When the Bill Pay Service receives a Payment Instruction, you are authorizing the Bill Pay Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you. You also authorize the Bill Pay Service to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will attempt to make all your payments properly. However, we shall incur no liability and any Bill Pay Service Guarantee shall be void if the we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: (i) If, through no fault of the Bill Pay Service your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; (ii) The Bill Pay Service is not working properly and you know or have been advised about the malfunction before you execute the transaction; (iii) You have not provided the Bill Pay Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; (iv) Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances; (v) the payment does not comply with the applicable third party network rules; (vi) the applicable third party network is unavailable; (vii) the payment exceeds the applicable transaction limits; and/or (viii) the Biller rejects the payment.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

(g) Payment Methods and Amounts

We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic debit, an electronic credit, an electronic to check payment, a paper check drawn on the account of our Bill Pay Service Provider, or a paper draft payment (funds remitted to the Biller are deducted from your Payment Account when the paper draft is presented to Truist for payment). You agree all paper drafts issued on your authorized instructions will be the same as if actually signed by you.

The method of payment delivery may change with or without notice to you. Therefore, sufficient funds should be available in your account a few days before the selected Deliver By Date. To avoid an overdraft or returned item fee, keep the funds available until the payment is deducted from your account.

There are limits on the amount of money you can send or receive through the Bill Pay Service. Your limits may be adjusted from time to time in our sole discretion. For certain Bill Pay Services, you may have the ability to log in to the Bill Pay Site to view your individual transaction limits.

(h) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

(i) Stop Payment Requests

The Bill Pay Service's ability to process a stop payment request will depend on the payment method or whether or not an item has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been scheduled, call the Truist Care Center at 844-4TRUIST (844-487-8478), or write to:

Truist Bill Payment Research
301 S J.K Powell Blvd.
Whiteville, NC 28472

Requests submitted in writing must be received by us five (5) business days before the Deliver By Date. Although the Bill Pay Service will make every effort to accommodate your request, the Bill Pay Service will have no liability for failing to do so. For stop payments requested by phone, the Bill Pay Service may also require you to present your request in writing within fourteen (14) days. You will be charged a stop payment fee for each stop payment requested by you in accordance with the applicable fee schedule for your account.

(j) Prohibited Payments

The following types of payments are prohibited through the Bill Pay Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- i. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- ii. Payments that violate any law, statute, ordinance or regulation; and
- iii. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- iv. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- v. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Bill Pay Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

(k) Exception Payments

Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Bill Pay Service Guarantee does not apply to Exception Payments.

(l) Bill Delivery and Presentment

The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

- i. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Pay Service as one of your Billers, and (b) the Biller has arranged with the Bill Pay Service Provider to deliver electronic bills. The Bill Pay Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Pay Service to

receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

- ii. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- iii. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Pay Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
- iv. Information provided to the Biller – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller’s services and/or bill information.
- v. Activation – We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- vi. Authorization to obtain bill data – You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- vii. Notification – We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- viii. Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account but it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- ix. Non-Delivery of electronic bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- x. Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any

discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

These terms for the Bill Pay Service's electronic bill option does not alter your liability or obligations that currently exist between you and your Billers.

(m) Exclusions of Warranties for Bill Pay Service

THE BILL PAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(n) Service Fees

There are no fees for the standard Bill Pay Service. Fees associated with your standard deposit accounts, Expedited Payments, and other Truist services will continue to apply. Refer to Electronic Banking Services in the [Personal Deposit Accounts Fee Schedule](#).

(o) Failed or Returned Transactions

In using the Bill Pay Service, you are requesting us or our Bill Pay Service Provider to make payments for you from your Payment Account. If we are unable to complete the Payment Instruction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Payment Account, to cover the payment), the transaction may or may not be completed. In certain circumstances, our Bill Pay Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Payment Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Bill Pay Service Provider. In each such case, you agree that:

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

(p) Alterations and Amendments

We may change the terms of these Bill Pay Service Terms from time to time. Such changes may include adding new terms or deleting or altering existing terms. We will provide you with written advance notice of any changes to the Bill Pay Service Terms by sending you notice by mail or electronically. The notice will identify what change or changes will be taking effect or direct you online to our website www.truist.com/retail-online-agreement to see the terms of the updated Bill Pay Service Terms. Any change will be effective no earlier than 30 days after notice of the change is sent or otherwise made available to you. We also may change the terms of the Bill Pay Service Terms effective immediately and without advance notice to you when necessary to conform to federal or state law or regulations, in which case we will provide notice as soon as we deem practicable. Any use of the Bill Pay Service after the change has gone into effect will constitute your agreement to such change(s), and you will be bound by the updated Bill Pay Service Terms. Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate these Bill Pay Service Terms as to all such prior versions of the applications, services, and/or

related material and limit access to only the Bill Pay Service's more recent revisions and updates.

(q) Biller Limitations

The Bill Pay Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by law, the Bill Pay Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an Exception Payment under these Bill Pay Service Terms.

(r) Returned Payments

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Pay Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Bill Pay Service.

(s) Information Authorization

Your enrollment in the Bill Pay Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment-posting problems or for verification). In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Payment Account. You further understand and agree that we reserve the right to use personal information about you for our and our Bill Pay Service Providers' everyday business purposes, such as to maintain your ability to access the Bill Pay Service, to authenticate you when you log in, to send you information about the Bill Pay Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Bill Pay Service and the content and layout of the Bill Pay Site. We also reserve the right to send a Truist address to Bill Pay Service Providers in the case where the client address falls outside the United States. When the Truist service center address is used in place of your actual address, Truist will notify you of any payment issues due to returned items. Additionally, we and our Bill Pay Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Bill Pay Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Bill Pay Service Providers may use, store and disclose such information acquired in connection with the Bill Pay Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Bill Pay Service.

(t) Credit Information

You agree to allow us, for the purpose of qualifying and maintaining your Accounts and Service, to the extent permitted under applicable law, to obtain information from credit reporting agencies, Equifax or similar agencies, as we deem necessary.

(u) Notices to You

You agree that we may provide notice to you by posting it on the Bill Pay Site, sending you an in-product message within the Bill Pay Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Bill Pay Service setup or customer profile.

(v) Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email

address), you consent to receiving calls from us and our Bill Pay Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

(w) Receipts and Transaction History

You may view your transaction history by logging into the Bill Pay Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

(x) Taxes

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

(y) Your Privacy and Privacy of Others

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Bill Pay Service, you agree to keep the information confidential and only use it in connection with the Bill Pay Service.

(z) Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth in Information Authorization Section above:

- i. Where it is necessary for completing transactions;
- ii. Where it is necessary for activating additional services;
- iii. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- iv. To a consumer reporting agency for research purposes only;
- v. In order to comply with a governmental agency or court orders; or,
- vi. If you give us your written permission.

(aa) Bill Discovery

The following Bill Discovery terms and conditions in this Section only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from the Bill Pay Site, then this Section does not apply.

Bill Discovery. The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Bill Pay Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Bill Pay Site, you authorize the Bill Pay Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Bill Pay Site at any time. If Bill Discovery has identified Biller matches, the Bill Pay Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Bill Delivery and Presentment section above.

(bb) Bill Pay Service Termination or Suspension

You agree that we may terminate or suspend your use of the Bill Pay Service at any time and for any reason or

no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

(cc) Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Bill Pay Service, regardless of the purpose of the use, and for all communications you send through the Bill Pay Service. In addition, you are prohibited from using the Bill Pay Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Bill Pay Service or the portion of the Bill Pay Site through which the Bill Pay Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Bill Pay Site or Bill Pay Service, or interfere or attempt to interfere, with the Bill Pay Site or the Bill Pay Service; or (j) may cause us or our Bill Pay Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

(dd) Instant Payments

The provisions in this Section 4(dd) apply only to payments sent over an instant payment network (such as the RTP® network operated by The Clearing House Payments Company L.L.C. or another third-party instant payment network) that you authorize through the Bill Pay Service whether or not in response to a Request for Payment ("RFP") from a participating Biller ("Instant Payment Bill Pay Service"). Except as expressly modified herein for the Instant Payment Bill Pay Service, all other provisions of this Agreement continue to apply.

Where supported by a participating Biller, you may use the Instant Payment Bill Pay Service to send an instant payment from an eligible Payment Account. We may, in our sole discretion, add or remove Payment Accounts eligible for the Instant Payment Bill Pay Service at any time without notice.

By making a request to send a payment, you authorize us to debit the amount of the payment from your Payment Account and remit funds on your behalf to the Biller you designate.

You understand that your Payment Account will be debited immediately for a one-time immediate payment or on the date you have scheduled for a one-time future-scheduled payment, in the amount you have designated, and a transfer will be made in real time to the Biller's financial institution. Future-scheduled payments remain subject to the availability and status of your funding account and online banking profile. If your funding account is closed, restricted, or no longer available, or if your online banking profile or access is closed or terminated before the scheduled payment date, we may cancel the scheduled payment, and the payment will not be sent. Recurring payments are not available at this time. Funds are typically made available to a Biller within seconds, twenty-four (24) hours a day, including weekends and holidays. You understand we do not control when the Biller's financial institution will credit the Biller's account or when your account with the Biller will reflect the payment.

You may not make a responding payment that exceeds the amount in the Biller's RFP to you. Once we begin processing the instant payment, it is irrevocable and may not be canceled or modified. Prior to such time, you may cancel or edit any instant payment by following the directions within the application. It is your responsibility to verify that the information you enter is correct before sending a payment. You are responsible for any payment you authorize us to make even if you enter the wrong amount. We are not liable for any typographical, keystroke, or other errors made by you. We are not liable if you do not receive the goods or services you paid for, or if the goods or services are damaged or otherwise not what you expected. You are responsible for resolving any such disputes you may have with the Biller to whom you sent the payment. You may incur a fee when using the Instant Payment Bill Pay Service. Please refer to the [Personal Deposit Accounts Fee Schedule](#) for specific fee information.

RTP® is a registered service mark of The Clearing House Payments Company L.L.C.

5. Internal and External Funds Transfers

(a) Internal Transfers

Internal funds transfers allow you to transfer funds, make payments, or draw advances between your Truist Accounts, and where applicable, make payments from an account at another financial institution.

1. Daily Processing Deadlines and Limits

Account information displayed through Online Banking and Mobile Banking is the current information at the time the transaction takes place. If your payment or transfer exceeds the balance in the Truist Payment Account on the date you instructed it to be executed, or the maximum amount allowed, it will not be processed.

We reserve the right to limit the frequency and dollar amount of any transfers depending on internal criteria. Limits applicable to your account(s) will be displayed within the application and/or applied at the time of scheduling a transfer. Truist reserves full discretion to raise or lower limits, generally or as to particular accounts, at any time and without prior notice. Except as otherwise provided below, cut-off times applicable to your transfer(s) or payment(s) will be displayed within the application.

(i) Internal Funds Transfers between your Truist Bank Account(s) and your Truist Investment Services, Inc. Account(s) initiated on your electronic device using Online Banking or Mobile Banking and received by Truist or its agent(s) normally process immediately, but in some instances, they may take an additional business day to complete. Funds Transfers processed on your electronic device using Online Banking or Mobile Banking and received after 4:00 pm ET on a business day, Saturday, Sunday, and Banking holidays will take an additional business day to be completed.

(ii) Internal Funds Transfers between Account(s) initiated on your computer using Direct Connect, and received by Truist or its agent(s) by 9:00 pm ET Monday through Friday will be effective on the same business day. Funds Transfers processed on your computer using Direct Connect, and received after 9:00 pm ET Monday through Friday or all day Saturday, Sunday, and Bank holidays will be effective the following business day.

(iii) Payments to and advances from Truist Credit Card, Loan, or Line of Credit Account(s) initiated on your electronic device using Online Banking or Mobile Banking and received by Truist or its agent(s) by 11:59 pm ET will be effective on the same business day. Payments and advances on consumer loans and lines of credit may not appear on your account until the next business day. Payments and advances on cards may not appear on your account for two business days. Periodic interest charges for advances under your consumer line of credit and/or credit card will begin to accrue on the transaction date. Account information displayed through Direct Connect is the current information as of the previous business day.

(iv) Payments to Truist Mortgage Account(s) initiated on your electronic device using Online Banking or Mobile Banking and received by Truist or its agent(s) by 11:59 pm ET will be effective on the same business day. Payments may not appear on your account for two business days.

2. Payment, Advance or Funds Transfer Authorization and Remittance

By providing payment, advance and funds transfer instructions, you authorize Truist to follow the Payment Instruction in order to process payments, advances and funds transfers more efficiently and effectively. When Payment Instructions are received, you authorize Truist to debit your Payment Account or corresponding account at another financial institution and remit funds on your behalf. Truist shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payment, advance or funds transfers initiated by you because of the existence of any one or more of the following circumstances:

(i) If, through no fault of Truist, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account on the date you instructed payment be executed;

(ii) You have not provided Truist with the correct Payment Account information or the Payment Account or corresponding account at another financial institution is closed;

(iii) The payment, advance or funds transfer function is not working properly and you know or have been advised by Truist about the malfunction before you execute the transaction;

(iv) Circumstances beyond the control of Truist (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances;

(v) The payment, advance or funds transfer does not comply with the applicable third party network rules;

(vi) The applicable third party network is unavailable; and/or

(vii) The payment, advance or funds transfer exceeds the applicable transaction limits.

Provided none of the foregoing exceptions are applicable, if Truist causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payment Account which does not comply with your Payment Instructions, Truist shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing the proper funds to the correct Payment Account.

3. Failed or Returned Transactions

You are requesting Truist to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed.

4. Funds Transfer/Payments Cancellation Requests

You may cancel or edit any scheduled funds transfer or payments (including recurring funds transfers or payments) by following the directions within the Service. There is no charge for canceling a scheduled funds transfer or payment. Once Truist has begun processing a funds transfer or payment, it cannot be cancelled or edited.

5. Withdrawal Transaction Limitations

The restrictions on the number of withdrawals from your savings and money market accounts and associated overage fees apply to payments and funds transfers between accounts and bills paid from these accounts initiated through the Service. Refer to the [Personal Deposit Accounts Fee Schedule](#).

(b) External Transfers

1. General

The External Transfers service allows you to transfer funds between your personal Truist deposit accounts and certain deposit or investment accounts that are owned by you at another U.S. financial institution. With the External Transfers service, you can:

- (i) Transfer Funds Inbound from an account owned by you at another U.S. financial institution; or
- (ii) Transfer Funds Outbound to an account owned by you at another U.S. financial institution.

Truist account types that are eligible for the External Transfers service include personal checking, savings, and money market. These account types must be in good standing and eligible for ACH transactions or transactions sent over an instant payment network (such as the RTP® network operated by The Clearing House Payments Company L.L.C. or another third-party instant payment network), as applicable. Business accounts are not eligible. We may, in our sole discretion, add or remove eligible accounts for the External Transfers service at any time without notice.

Enrollment of accounts is subject to our approval, which may be withheld in our sole discretion. You must be the sole owner, or a joint owner, of the Truist account and the account at another U.S. financial institution. You will be notified if we are unable to verify your ownership of an account. We may require additional verification of your ownership of any account at any time before or after enrollment and before or after allowing any transfer activity with respect to that account (additional verification). By enrolling an account at another U.S. financial institution, you authorize the account-holding institution to disclose to us any information we request about you or the account and agree to cooperate in additional verification, including promptly providing any identification and/or other account documentation we may request.

Other financial institutions may have restrictions regarding transfers into and out of various account types. Truist is not responsible for any costs or losses arising out of transfers that are not permitted by another financial institution. Please refer to your other financial institution's terms and conditions related to incoming and outgoing transfers.

2. Types of Transfer Requests

An inbound transfer moves funds into a Truist account from an account at another U.S. financial institution. An outbound transfer moves funds from a Truist account to an account at another U.S. financial institution.

For each inbound and outbound transfer, you may elect one of the following transfer options:

- (i) a one-time transfer for which processing shall be initiated immediately,

- (ii) a one-time transfer for which processing shall be initiated at a later specified date up to one (1) year, and
- (iii) a recurring series of transfers for which processing shall be initiated on the specified dates.

Further details about each of these options can be found within the External Transfers application.

3-Business-Day Transfers: If your transfer request is submitted prior to the cut-off time, funds will be debited the business day after you submit the transfer request and will be credited on the third business day after you submit the transfer request. 3-business-day transfers are available to all users of the External Transfer service.

Next-Day Transfers: Subject to our approval and provided your transfer request is submitted prior to the cut-off time, funds will be debited and credited on the business day after you submit the transfer. Next-day transfers are permitted only at our discretion. Not all enrolled accounts are eligible for all transfer options. One-time future-dated transfers and recurring transfers are only available for eligible enrolled accounts. The application will display the transfer option(s) available for each account.

Instant Transfers: Subject to our approval and if the applicable account(s) are eligible to send transfers over an instant payment network, funds will be debited and credited in real-time once a transfer begins processing. Instant transfers are permitted only at our discretion. Instant transfers may not be available for all enrolled accounts. The application will display the transfer option(s) available for each account. Funds are typically made available within seconds, twenty-four (24) hours a day, including weekends and holidays.

3. Cut-off Time

Cut-off times applicable to your transfer(s) will be displayed within the application. Any transfer made after the applicable cut-off time will be submitted the next business day. Weekends and Bank holidays are excluded as business days. Truist is not responsible for any failure of another financial institution to respond in a timely manner.

4. Future-dated and Repeating Transfers

Not all enrolled accounts are eligible for future-dated or recurring transfers. The application will display the transfer option(s) available for each account. When available, you may schedule both inbound and outbound transfers to occur on a future business day or on a repeating basis, up to one year in advance. The repeating transfer feature may be used when the same amount is transferred at regular intervals. Your future-dated or repeating transfer requests are submitted on the day in which they are scheduled or the first business day after they are scheduled if that day is not a business day. The processing times for these scheduled transfers will depend on the type of transfer selected:

- (i) 3-Business-Day Transfers: Funds will be debited on the first business day after the transfer request is submitted, and will be credited on the third business day after the transfer request is submitted.
- (ii) Next-Day Transfers: Funds will be debited on the first business day after the transfer request is submitted, and will be credited on the next business day after the transfer request is submitted.
- (iii) Instant Transfers: Funds will be debited on the first day the transfer request is submitted, and will be credited in real-time after the transfer request is submitted.

If you schedule a future-dated or repeating transfer to occur on a day of the month that does not exist (e.g., the thirty-first of the month in a month that has thirty days or fewer), the transfer request will be submitted depending on the type of transfer selected:

- (i) 3-Business-Day Transfers: The transfer request will be submitted on the last business day of the month and will be credited to your account on the third business day after the transfer request is submitted.
- (ii) Next-Day Transfers: The transfer request will be submitted on the last business day of the month and will be credited to your account on the next business day after the transfer request is submitted.
- (iii) Instant Transfers: The transfer request will be submitted on the last day of the month and will be credited to your account in real-time after the transfer request is submitted.

5. Transfer Status

You may check the status of any transfer by logging into the service. Transfers are pending from the time you request the funds transfer until the transfer is released for processing. A transfer remains in process until the funds

have been transferred, at which time the status will change to complete. 3-business-day transfers typically remain in process until the close of the third business day after the transfer is submitted. Next-day transfers typically may remain in process until the close of the next business day after the transfer is submitted. Instant transfers are typically processed in seconds once we begin processing.

6. Canceling a Transfer

You may cancel or edit any scheduled external transfer (including recurring funds transfers) by following the directions within the application. There is no charge for canceling a scheduled external transfer. Once Truist has begun processing a funds transfer it cannot be cancelled or modified.

7. Transfer Limits

We reserve the right to limit the frequency and dollar amount of any transfers depending on internal criteria. Limits applicable to your account(s) will be displayed within the application and/or applied at the time of scheduling a transfer. Truist reserves full discretion to raise or lower limits, generally or as to particular accounts, at any time and without prior notice.

You may incur a fee when using the External Transfers service. There may be limits on or fees associated with the number of transfers per month from certain types of accounts, such as savings and money market accounts. Refer to the [Personal Deposit Accounts Fee Schedule](#) or your deposit agreement with the account-holding institution.

8. Service Cancellation and Suspension

We may cancel or suspend your use of the External Transfer Service or disqualify any account from eligibility to conduct External Transfers without prior notice.

9. External Transfers Authorization and Remittance

You authorize Truist to validate the account(s) that are established for this service and owned by you at other U.S. financial institution(s). Some financial institutions may restrict accounts eligible for this service.

You agree to have sufficient available funds in the designated account to cover all Outbound Transfers on the scheduled date. If the deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate your transfer request.

Truist shall incur no liability and any Service Guarantee shall be void if we are unable to complete any External Transfer transaction request initiated by you because of the existence of any one or more of the following circumstances: (i) If through no fault of Truist, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account; (ii) The External Transfer service is not working properly and you know or have been advised by Truist about the malfunction before you execute the transaction; (iii) Circumstances beyond control of Truist (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Provider has taken reasonable precautions to avoid those circumstances; (iv) the transfer does not comply with the applicable third party network rules; (v) the applicable third party network is unavailable; and/or (vi) the transfer exceeds the applicable transaction limits.

Provided none of the foregoing exceptions are applicable, if Truist causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payment Account which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing the proper funds to the correct Payment Account.

6. Liability and Resolution Procedures

(a) Contact in the Event of an Unauthorized Transfer

If you believe your user ID and password have been forgotten or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, call:

844-4TRUIST (844-487-8478)

Or write:

Truist Online Banking Support

P.O. Box 1014

Charlotte, NC 28201

(b) Liability Provisions

The following provisions apply in the event you believe there has been an unauthorized transfer from your consumer account. Please refer to the applicable account agreement for other important disclosures regarding your rights and responsibilities.

i. Your Liability

Tell us at once if you believe your user ID and password have been forgotten or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your user ID and password have been forgotten or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your user ID and password without your permission.

If you do not tell us within 2 business days after you learn of the loss or theft of your user ID and password, and we can prove we could have stopped someone from using your user ID and password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

ii. Bank Liability for Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. This liability is in addition to the payment guarantee for bill payments. However, there are some exceptions. We will not be liable, for instance:

- (i) If, through no fault of ours, you do not have enough money in your account to make the transfer or payment.
- (ii) If the transfer or payment would go over the credit limit on your overdraft line.
- (iii) If the funds in your account are subject to legal process or other encumbrance restricting such transfer.
- (iv) If the service, your electronic device, or modem is not working properly and you know about the malfunction when you started the transfer or payment.
- (v) If a recipient mishandles or causes delays in handling payments sent by us.
- (vi) If you have not provided us with the correct recipient name, address, account information or payment amount.
- (vii) If circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in US Mail, interruption in your electrical power or telephone, the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality or any defect or malfunction of your electronic device, operating software, modem or telephone line.
- (viii) If you have not properly followed the instructions for using the service or the personal financial management software.
- (ix) If the account holding institution fails to timely credit an outbound transfer to your non-Truist account for reasons beyond our control.
- (x) If we have the right to refuse to process a payment or transfer as provided in this agreement.

(c) Error Resolution Notice

In case of errors or questions about your electronic transfers call us at:

844-4TRUIST (844-487-8478)

Or write:

Truist Online Banking Support

P.O. Box 1014

Charlotte, NC 28201

Contact Truist as soon as you can if you think your statement or information regarding a transaction is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. When contacting Truist regarding an error resolution, please be prepared to communicate the following information:

- Your name and Social Security number or tax identification number;
- The error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you tell us orally, we may require you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

7. Wire Transfer Service

(a) General

The Wire Transfer Service is a Service where valid credentials may be used to enroll in and initiate wire payment orders for a funds transfer in accordance with this Agreement ("Wire Service"). If your Account(s) have been enrolled in the Wire Service, a payment order may be sent to initiate domestic wire transfers from eligible personal Accounts. All transactions initiated through the Wire Service are subject to the applicable account, wire, and online service fees currently in effect at the time of such payment order. Any funds transfer initiated in the Wire Service using access credentials and other steps in accordance with the wire security procedures authorizes us to debit of your Account for the amounts and fees of such transactions.

(b) Wire Security Procedures

The security procedures for the Wire Service are described below. You agree that use of the Wire Service constitutes acceptance of the below security procedures, and you agree that the security procedures are commercially reasonable for your use of the Wire Service, including the size, type and frequency of any possible transactions that may be initiated from your Accounts that may be associated with the Service, now or in the future.

A combination of valid user ID and password, as contained in Section 3 above, are used to sign on to the Service application and profile phone number(s) must be registered to be able to use the Wire Service.

To initiate a wire payment order, a one-time passcode must be entered for the wire to be released and processed for acceptance. The one-time passcode may be delivered to a registered phone number or other mechanism as we may notify you.

Any wire payment order purporting to have been transmitted or authorized by you, as verified by the wire security procedures at the time of such payment order, but which in fact was not sent by you, will be deemed effective as your instruction, and you will be obligated to us for the amount thereof, provided we acted in good faith and in compliance with the wire security procedures. With respect to any wire payment order, which was in fact

transmitted or authorized by you, you will be obligated to us for the amount thereof, whether or not we complied with the wire security procedures and whether or not the instruction was erroneous in any way, or the error would have been detected had we complied with such procedures.

(c) Applicable Law

All activity under the Wire Transfer Service (including any rights to modify or cancel such orders) are governed by Article 4A of the North Carolina Uniform Commercial Code ("UCC 4A"), except where modified by this Agreement or superseded by any applicable federal law, funds transfer system rule, pursuant to UCC 4A section 501. You agree to comply with and be bound by all the foregoing, as applicable.

(d) Acceptance and execution of wire transfer orders

We will use our best efforts to execute any wire payment order accepted pursuant to this Agreement, on the same business day it is received (or on the business day requested for future-dated wires), provided that; (i) such order requests a debit from your Account, and (ii) we receive such order in the required manner prior to any cut-off time we may establish from time to time, and (iii) you have sufficient funds in your Account at the time of such order. Wire payment orders received after an established cut-off time, weekends or bank holidays will be deemed received on the next business day. We may handle wire payment orders in any order in our sole discretion. We may choose any means, intermediaries, or transfer systems to execute any funds transfer and may use any of our domestic or foreign correspondent banks to facilitate or effect a funds transfer. We may also substitute or insert a routing number of an intermediary or beneficiary bank provided in your instructions, provided that the substituted or inserted routing number identifies the same intermediary or beneficiary bank. We will use reasonable efforts to send a confirmation of each wire payment order, and you must promptly review and report any discrepancies or disputes to us.

We will be deemed to have accepted a transfer order only when we have fully executed it. However, prior to acceptance, we may return or reject any wire payment order, or impose conditions that must be satisfied before we will process or accept it, for any reason in our sole discretion (including but not limited to a wire that exceeds the available balance of funds in an account or which does not comply with our procedures), and without any liability to you or any other person. In addition, a receiving bank, or the Federal Reserve Bank, may return or reject a funds transfer. We will have no liability to you or any other person by reason of the rejection of any wire transfer, unless such rejection is caused solely by our gross negligence, willful misconduct, or criminal conduct.

In our sole discretion, we may verify any wire payment order by any method we choose, including but not limited to contacting you to authenticate the wire, but we are under no obligation to do so. If we are unable to verify a wire payment order, then we may choose not to process or we may delay implementing any wire payment order if we are unable to obtain verification satisfactory to us.

(e) Processing Schedule for wire transfers

Wire funds transfers are executed real-time throughout the business day, assuming the payment order has not been delayed or rejected by us. You acknowledge our right to reverse, adjust, stop payment or delay any wire payment order subject to the rules, regulations, laws, operating circulars of any transfer system, or suspicious activity.

Final cut-off for same day wire through the service are as follows:

Although you may submit wire transfers by using the service 24-hours a day, 7 days a week, payment orders will be processed only on business days, subject to system availability.

(f) Name and Account Number Inconsistency; Erroneous or Ambiguous Instructions.

You acknowledge and agree that you are solely responsible for the accuracy of wire payment order provided to us. You are advised to verify any wire instructions or circumstances requesting a wire through a different method than how such instructions were provided to you, and ideally from a contact known prior to any such wire instruction. If a wire payment order inconsistently describes the beneficiary, beneficiary's bank, or intermediary bank by name and account number, payment might be made by the intermediary or beneficiary's bank solely based on the number even if the number identifies a person or bank other than the named beneficiary or bank in the payment order. You agree that we have no obligation to detect errors in or to question a wire payment order, and you shall be solely responsible for any loss associated with such inconsistency and agree that your obligation to pay the amount of the funds transfer to us is not excused in such circumstances. If we believe your instructions are ambiguous or may contain errors, in our sole discretion we may, but are not obligated to, delay the execution

of any wire pending receipt of clarification from you.

(g) Cancellations and return wire requests

After any wire payment order is sent to us, any instruction canceling or amending that wire payment order is not effective unless we receive such instruction at a time and in a manner affording us a reasonable opportunity to act before processing the wire payment order. You may not be able to cancel or amend a payment order or funds transfer after it is sent to us. However, we may, at our discretion, use reasonable efforts to act on an instruction for cancellation or amendment. If you ask that we attempt to recover a funds transfer, you may be required to deposit funds with us or provide other payment assurances that are satisfactory to us to cover the cost, expense, charges, and/or attorneys' fees incurred by us in our recovery attempt, and you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to recall or amend a processed funds transfer. Our attempt to recover funds shall not be an acceptance of responsibility for the completed wire transfer. We do not guarantee the recovery of all or any part of a funds transfer, and any of our expenses of a correspondent bank relating to the recall or return of funds shall be deducted from the amount of the returned funds. In the event we receive the return of funds in a currency other than U.S. Dollars, we will convert the funds into U.S. Dollars at our current buying rate for that currency on the date of return. We shall not be liable for any resulting exchange losses. To request a wire transfer cancellation or return wire request, please call Truist Online Banking Support at 844-4TRUIST (844-487-8478).

(h) Daily caps and thresholds

We may establish and change at any time in our discretion wire transfer daily caps on the dollar amount of wires you may initiate, without notice to you, and we will have no liability to you or any other person if we reject or suspend processing any entries that would exceed such limits. Such limits may be displayed in Truist Online Banking or the Truist mobile app.

(i) Liability related to wire transfer services

Our liability for a funds transfer shall be limited to errors or delays in the wire transfer per applicable law and we shall not be liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits or opportunity costs) of any kind. We are not responsible for performance failure resulting from an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, errors by another bank, refusal or delay by another bank to accept the wire transfer, acts of war or terrorism, regulatory or emergency conditions, fire, earthquake, or other circumstances outside of our control.

Except as otherwise required by applicable law, any damages or other compensation due to you resulting from our negligence with respect to a funds transfer shall be limited to interest on the funds at issue at the federal funds rate paid by us at the close of business on each day the error or delay remains uncorrected; provided, however, if we are unable to recover the funds from the transferee who has no claim to all or any portion of the funds erroneously transferred as a result of our negligence, we shall be liable for your actual loss, not to exceed the amount of funds which we are unable to recover, plus interest at the rate described above.

8. ZELLE® Network Service

The terms and conditions set forth in the section below (the "Zelle Agreement") apply **only** to transfers made using Zelle. In the event of conflict between the Zelle Agreement and other terms within the Agreement, the Zelle Agreement takes precedence with respect to Zelle transactions.

(a) Description of Zelle Services

- i. Truist has partnered with the Zelle® Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described in these terms (the "Zelle Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."
- ii. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transferred by a Network Financial Institution.

- iii. THIS SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHER PEOPLE OR BUSINESSES YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

(b) Eligibility and User Profile

When you enroll in the Zelle Service, you agree to the terms and conditions of this Zelle Agreement. You represent that you are at least 13 years of age and you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law and you agree that you will not use the Zelle Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

The Zelle Service is intended for use with eligible accounts to send, receive, or request money with those whom you trust. You agree that you will not use the Zelle Service to send or receive prohibited payments in connection with ineligible accounts or products. To check to see if your account is eligible to use with the Zelle Service, log in to your account through Truist Online banking or the Truist mobile app. If your account is eligible to use with the Zelle Service, you will see the "Send Money with Zelle" option when you sign on to Truist Online banking or the Truist mobile app.

Content Standards: You agree that you will not use this Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Service any material that:

- i. is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory;
- ii. encourages conduct that would be considered a criminal offense or gives rise to civil liability;
- iii. breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property;
- iv. contains corrupted data or any other harmful, disruptive, or destructive files;
- v. advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or
- vi. in Zelle or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded by a User accurately identifies a particular User of the Zelle Service.

We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Service with ineligible accounts or to receive prohibited payments. We further reserve the right to suspend or terminate your use of the Zelle Service if we believe that you are using the Zelle Service for potentially unlawful, abusive, or prohibited purposes.

We shall not be liable for any claims or damages resulting from your improper use of the Service.

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

(c) Consent to Use and Disclose Personal Information (Including Account Information)

We may disclose information to third parties about your account or the funds you send or receive:

- i. as necessary to complete transactions;
- ii. as necessary in connection with offering the Zelle Service;
- iii. in connection with the investigation of any claim related to your account or the funds you send or receive;
- iv. to comply with government agency or court orders;
- v. in accordance with your written permission; and
- vi. as otherwise permitted by the terms of our privacy notice.

(d) Privacy and Information Security

We make security and the protection of your information a top priority. You can access our [Privacy Policy](#), which Privacy Policy is incorporated into and made a part of this Zelle Agreement by this reference.

(e) Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

(f) Enrolling in the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.

Once enrolled you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”

If at any time while you are enrolled, you do not send or receive money using the Zelle Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address, that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the

mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again.

Once enrolled, a Z logo will appear on your contact information for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle.

If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.

(g) Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle tag and/or other alias to send or receive money as described in this Zelle Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle Service or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- ii. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a Contact Method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- iii. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or, mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- v. To cancel text messaging from us, send STOP to 878478. For help or information regarding text messaging, send HELP to 878478 or call the Truist Care Center at 844-4TRUIST (844-487-8478). You expressly consent to receipt of a text message to confirm your "STOP" request.

(h) Receiving Money; Money Transfers by Network Financial Institutions

Once a User initiates a transfer of money to your email address or mobile phone number, or Zelle tag enrolled with the Zelle service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions and other Zelle users, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle Agreement and the procedures of the business or government agency that is

sending you the payment.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

(i) Sending Money; Debits by Network Financial Institutions

You may send money to another User at your initiation or in response to that User's request for money. Money sent using Zelle is authorized against the collected available balance in your designated Truist deposit account. The term "collected available balance" refers to money in your checking or savings account that is currently available to you to make purchases, withdrawals, etc. The collected available balance reflects any processed or pending transactions, hold, and other intraday activity. The balance is updated throughout the day with transactions you make. It is your sole responsibility to ensure you have on deposit sufficient collected funds to cover all transactions at the time they are presented for payment or are scheduled to be made. We may refuse to process any transaction if sufficient collected funds are not available in your account to fund the transaction. You agree to accept our procedures for calculating collected available balances, and you acknowledge our records regarding the same will be deemed conclusive. You understand that use of this Zelle Service by you shall at all times be subject to (i) this Zelle Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Financial Institution, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Zelle Service to send money only to people and businesses you know and trust.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle the other Network Financial Institutions, and other Zelle users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person or business to whom you are sending money and who is not enrolled as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle have control over the actions of other Users, or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

(j) Liability

Neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

THIS ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND PEOPLE/BUSINESSES WITH WHOM YOU ARE FAMILIAR. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS OR BUSINESSES THAT YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

(k) Send Limits

We may, at our sole discretion, impose or change the limits on the amount of money you can send or receive through the Zelle Service. Such limits may be displayed in Truist Online Banking or the Truist mobile app.

(l) Requesting Money

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

By accepting this Zelle Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

(m) Transaction Errors

In case of errors or questions about your Zelle transfers call us at:

844-4TRUIST (844-487-8478)

Or write:

Truist Online Banking Support

P.O. Box 1014

Charlotte, NC 28201

Contact Truist as soon as you can if you think your statement or information regarding a transaction is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. When contacting Truist regarding an error resolution, please be prepared to communicate the following information:

- Your name and Social Security number or tax identification number;
- The Zelle error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- The dollar amount of the suspected Zelle error.

If you tell us orally, we may require you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

(n) Your Liability for Unauthorized Zelle Transfers

Tell us at once if you believe your user ID and password have been forgotten or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If your statement shows Zelle transfers you did not make, you must tell us at once. You will have no liability for unauthorized Zelle transactions if you notify us within sixty (60) days after your monthly financial statement, which shows the unauthorized Zelle transaction, has been sent to you. If you do not tell us within sixty (60) days after the statement was mailed to you or otherwise made available to you, you may lose the amount transferred without your authorization after the sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

When you give someone your password or other means to access your account through which you access the Zelle Service, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

(o) Liability for Failure to Complete Zelle Transfers

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

- i. If, through no fault of ours, you do not have enough money in your account to make the Zelle transfer or payment.
- ii. If the Zelle transfer or payment would go over the credit limit on your overdraft line.
- iii. If the funds in your account are subject to legal process or other encumbrance restricting such transfer.
- iv. If the Zelle Service, your electronic device, or modem is not working properly and you know about the malfunction when you started the transfer or payment.
- v. If a recipient mishandles or causes delays in handling payments sent by us.
- vi. If you have not provided us with the correct recipient information or payment amount.
- vii. If circumstances beyond our control prevent the proper completion of the Zelle transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, interruption in your electrical power or telephone, the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality or any defect or malfunction of your electronic device, operating software, modem or telephone line.
- viii. If you have not properly followed the instructions for using the Zelle Service.
- ix. If the account holding institution fails to timely credit to your recipient.
- x. If we have the right to refuse to process a payment or transfer as provided in this Zelle Agreement.

(p) Fees

Business accounts eligible to use the Zelle Service will be charged a fee for any amounts received. Please refer to the [Business Deposit Accounts Fee Schedule](#) for specific fee information. The total fee for payments received by enrolled business accounts will appear on the monthly Account Analysis statement (available online or upon request) and included in the total Account Analysis Service Charges debited once a month. This charge is included on the monthly Deposit Statement as "Service Charges – Prior Period." The service charges listed reflect the activity from the prior month. Consumer accounts do not incur any fees for amounts received.

There are no fees for eligible accounts to send or request money with the Zelle Service.

Please keep in mind that other service charges may apply. For example, there may be additional fees charged against your accounts if a transaction you initiate using the service causes any of your accounts to be overdrawn,

exceed the maximum permissible number of transactions for the accounts or exceed any other qualifiers for the accounts. Refer to the applicable account service agreement and fee schedule, either your [Bank Services Agreement](#) and the [Personal Deposit Accounts Fee Schedule](#), or your [Commercial Bank Services Agreement](#) and [Business Deposit Accounts Fee Schedule](#).

(q) Use of Our Online Banking Website and/or Mobile App

You agree to access Truist Online Banking and the Truist mobile app in compliance with the Truist Online and Mobile Banking Service Agreement.

(r) Right to Terminate Access

You may terminate your use of the Zelle Service at any time by visiting your local Truist branch, by calling the Truist Care Center at **844-4TRUIST (844-487-8478)** or by writing to us at **Truist Online Banking Support, P.O. Box 1014, Charlotte, NC 28201**. You must notify us at least ten (10) days prior to the date on which you wish to have your Zelle Service terminated. We may require that you put your request in writing. If there is more than one account owner or if more than one person is authorized to access the account through the Zelle Service, we may terminate the Zelle Service upon the request of any account owner or person authorized to access the account.

We may terminate your use of the Zelle Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

(s) Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(t) Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE SERVICE OR WITH THE TERMS OF THIS ZELLE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

(u) Indemnification

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

(v) Governing Law; Choice of Law; Severability

This agreement shall be governed by and construed in accordance with the laws of North Carolina, without regard to that state's conflict of laws provisions.

(w) Miscellaneous

Subject to the terms of this Zelle Agreement, the Zelle Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

You acknowledge and agree that any claims or disputes you assert against Zelle® and EWS, Zelle® and EWS are entitled to enforce Truist's mutual arbitration agreement provision as documented in the Truist Mutual Arbitration Agreement found in the Bank Services Agreement and in this Agreement.

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

9. Truist Paze Standard Terms

(a) General Description Of Paze

These terms and conditions in this section below are an agreement between you and Truist regarding your use of eligible Truist consumer credit and debit cards ("Truist Cards") in a digital wallet service known as Paze ("the Paze Agreement"). These terms and conditions apply to Paze only and no other service or feature associated with your eligible consumer credit and debit cards.

Truist has partnered with Early Warning Services, LLC ("EWS"), which operates Paze on behalf of Truist and other participating financial institutions ("Participating Financial Institutions"). Truist is a Participating Financial Institution, and if you have eligible consumer credit and debit cards with other Participating Financial Institutions then those cards may appear in your Paze wallet. When you activate Paze, you may use it to make purchases with certain participating online merchants. Your use of Paze with an eligible Truist Card means you agree to these terms.

Paze is not a party or third-party beneficiary to the agreement(s) between you and Truist. You cannot establish a financial account of any kind (e.g., credit card or deposit account) with Paze. Before you activate and use Paze, you will be asked to agree to terms and conditions presented by Paze.

PAZE IS INTENDED TO ONLY BE USED WITH PARTICIPATING ONLINE MERCHANT BUSINESSES YOU TRUST. YOU SHOULD NOT USE PAZE WITH ONLINE MERCHANTS YOU DO NOT TRUST.

(b) Setting Up, Activating And Using Paze

EWS is a service provider for Truist, and Truist provided certain information about your Truist Cards to provide and administer Paze for you. Pursuant to your agreement with Truist and our Privacy Policy, Truist has shared and will continue to share your eligible Truist credit and debit card account numbers and expiration dates as well as related information like your name, social security number or tax identification number, email address, mobile phone number, and billing address with EWS. Truist's sharing of this information is governed by Truist's Privacy Policy (available at <https://www.truist.com/privacy>).

Paze stores credit and debit card payment credentials and related personal information issued by Truist and other Participating Financial Institutions in a digital wallet created for you. Within Paze, a randomized unique number (sometimes referred to as "token") will be stored in lieu of your actual Truist Card credit or debit card account number(s). This token is designed to make your transactions more secure because your actual card numbers are not shared with participating online merchants. Paze does not provide your social security number or tax identification number to participating online merchants.

The first time you visit an online merchant that presents Paze at checkout and enter the email address that matches the email address already associated your Paze digital wallet and Truist Card, you will be presented with Paze's terms and conditions. To use Paze, you must agree to these terms. If you agree, you will have to go through a series of at least two authentication steps to activate Paze and verify your identity. These steps include requesting a one-time passcode to be delivered to your mobile phone by text message.

Once you provide the correct one-time passcode, and satisfactorily answer the other verification question(s), you may activate and use Paze. The next time you provide an email address to a participating online merchant, the

one-time passcode will automatically be sent to your mobile phone.

(c) Opting-Out Of Paze And Removing/Adding Cards From/To Paze

If you do not want to use Paze, you can stop using (opt-out of) Paze at any time. You may opt-out of Paze on a participating online merchant's website by clicking on the opt-out link. You can also navigate directly to the Paze website via your mobile device or computer if you wish to opt-out. Once you complete the opt-out steps, Paze will no longer be available to you when you shop at a participating online merchant(s) and you will no longer have a Paze digital wallet that contains your eligible Truist Cards.

You may also remove your Truist Cards from Paze through your Truist online or mobile account. You may add your eligible Truist Cards back to Paze at a later date, if you choose.

(d) Maintaining Information:

It is your responsibility to maintain current and the most up-to-date contact information like your email address, phone number, and billing address with Truist.

(e) Card Eligibility

You and your Truist Cards must meet minimum eligibility criteria to use the Paze digital wallet. To be eligible, you must be at least 18 years old, have a Truist online banking or mobile account, have at least one valid email address and one U.S.-based mobile phone number on file with Truist, have a physical U.S. address, and be the primary or joint card account owner. If you are an authorized user of a Truist Card, you will not be able to access this card through Paze. Paze is not available for Truist commercial and small business cards. Other eligibility criteria may apply.

When Truist replaces or re-issues your eligible Truist Card, we will automatically update your Truist Card information with Paze as long as your Paze wallet is still active (*i.e.*, you have not opted-out or removed your Truist Card from Paze).

(f) Truist Card Terms Do Not Change

The terms and agreements that govern your Truist Card(s) do not change when you use Paze or agree to the Paze terms and conditions. You should consult those agreements, as applicable, for important information about your rights and responsibilities when making transactions through Paze. Paze simply provides another way for you to make purchases with Truist Cards. If there is a conflict between these terms and the Truist agreement(s) governing your Truist Cards, the applicable Truist Card agreement or Bank Services Agreement will prevail.

(g) Fees

You will not be charged any additional fees to use Paze by Paze or Truist. But all applicable interest, fees, and other charges that apply to your Truist Cards or underlying account at Truist will also apply when you use Paze to make purchases with your Truist Cards. Other third parties such as wireless companies or data service providers may charge you fees in association with text message or mobile activity on your wireless device. Truist has no control over these fees and charges.

(h) Termination And Amendments

Subject to applicable law, Truist may terminate or suspend Paze or your use of Paze at any time, for any reason without cause and without prior notice. All obligations or liabilities incurred by you prior to the date of termination or suspensions shall survive the termination.

We may change the terms of the Paze Agreement from time to time. Such changes may include adding new terms or deleting or altering existing terms. We will provide you with written advance notice of any changes to the Paze Agreement by sending you notice by mail or electronically. The notice will identify what change or changes will be taking effect or direct you online to our website at www.truist.com/retail-online-agreement to see the terms of the updated Paze Agreement. Any change will be effective no earlier than 30 days after notice of the change is sent or otherwise made available to you. We also may change the terms of this Paze Agreement effective immediately and without advance notice to you when necessary to conform to federal or state law or regulations, or as necessary to comply with requirements from EWS applicable to Paze that require immediate implementation, in which case we will provide notice as soon as we deem practicable. Your use of a Truist Card in Paze after such change has been made will be considered your agreement to the change, and you will be bound by the updated Paze Agreement. While you cannot change these terms, you may discontinue use (opt-out) of Paze at any time,

and you may also remove your Truist Cards from Paze. You may not assign these terms.

(i) Privacy And Data Sharing

Truist is authorized to share certain information with EWS to enable you to use Paze and the sharing of this information is governed by Truist's Privacy Policy. When you use Paze, you will give Paze and Truist certain information about the transactions made with Paze and Paze may use this information for limited purposes.

Please consult the Paze privacy policy for more information about its use and protection of your information. Truist is not responsible for Paze's privacy practices or level of security. If you have location services turned on, the location of your device may be collected and shared by Paze.

(j) Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, TRUIST MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO PAZE. TRUIST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE PAZE DIGITAL WALLET SERVICE DESCRIBED OR PROVIDED. TRUIST DOES NOT WARRANT THAT THE PAZE DIGITAL WALLET SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. PAZE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(k) Limitation of Liability

PAZE PROVIDES THE PAZE DIGITAL WALLET SERVICE USING TRUIST CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF PAZE IS AT YOUR RISK AND TRUIST IS NOT RESPONSIBLE FOR THE AVAILABILITY, QUALITY OR PERFORMANCE OF THE PAZE DIGITAL WALLET SERVICE, INCLUDING UNAVAILABILITY DUE TO BLOCKING OR TERMINATION OF THE PAZE DIGITAL WALLET SERVICE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL TRUIST, ITS OWNERS, DIRECTORS, OFFICERS, OR AGENTS, WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (a) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY PAZE; (b) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PAZE FEATURES OR SERVICES DESCRIBED OR PROVIDED, (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (d) ANY OTHER MATTER RELATING TO PAZE EVEN IF PAZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSASTISFIED WITH PAZE OR THE TERMS OF THE PAZE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING PAZE.

IN STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF TRUIST, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS, IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

(l) Secure Your Device And Important Online Information

You should secure your mobile device or computer with a password or other authentication method and protect it from loss, theft, and unauthorized use. You agree to notify us promptly if you lose a mobile device or computer in which you registered Truist Cards.

If you believe your Truist user ID or password has been forgotten or stolen, please notify us immediately. If you gave someone else your (a) password or other means of accessing your Truist online or mobile account, or (b) Truist Card, you are authorizing that person to use your Truist online or mobile account or your Paze wallet. You are responsible for all transactions that person performs while using Paze. All transactions that person performs with Paze, even those you did not intend or want performed, are authorized transactions.

(m) Consent To Emails And Automated Text Messages

By using Paze, you represent that you are the owner of the email address or mobile phone number associated with your Truist Cards, or that you have the delegated legal authority to act on behalf of the owner of such email

address or mobile phone number. You consent to the receipt of emails or text messages from Truist and Paze. You agree that Truist and Paze may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You understand that you are responsible for all fees or other charges your wireless carrier may assess for all related data, text, or other message services involving Paze.

10. Mobile Check Deposit

The following terms apply to the use of the Mobile Check Deposit service via online and mobile banking (the "Mobile Check Deposit Terms").

- (a) The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your eligible Truist accounts from remote locations by scanning checks and delivering the images and associated deposit information to Truist or Truist's designated processor.
- (b) We may change the Services and terms of this Mobile Check Deposit Terms from time to time. Such changes may include adding new terms or deleting or altering existing terms. We will provide you with written advance notice of any changes to the Mobile Check Deposit Terms by sending you notice by mail or electronically. The notice will identify what change or changes will be taking effect or direct you online to our website at www.truist.com/retail-online-agreement to see the terms of the updated Mobile Check Deposit Terms. Any change will be effective no earlier than 30 days after notice of the change is sent or otherwise made available to you. We also may change the terms of this Mobile Check Deposit Terms effective immediately and without advance notice to you when necessary to conform to federal or state law or regulations, in which case we will provide notice as soon as we deem practicable. Your continued use of the Services will indicate your acceptance of any such changes to the Services and Mobile Check Deposit Terms, and you will be bound by the updated Mobile Check Deposit Terms.
- (c) When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
- (d) Truist is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- (e) You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Truist is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
- (f) You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
 - i. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 - ii. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - iii. Checks payable jointly, unless deposited into an account in the name of all payees.
 - iv. Checks previously converted to a substitute check, as defined in Reg. CC.
 - v. Checks drawn on a financial institution located outside the United States.
 - vi. Checks that are remotely created checks, as defined in Reg. CC.
 - vii. Checks not payable in United States currency.

- viii. Checks dated more than 6 months prior to the date of deposit.
 - ix. Checks or items prohibited by Truist's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Truist account.
 - x. Checks payable on sight or payable through Drafts, as defined in Reg. CC.
 - xi. Checks with any endorsement on the back other than that specified in this agreement.
 - xii. Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- (g) You agree to write an endorsement on any and all items transmitted through the Services as "For deposit only at Truist" or as otherwise instructed by Truist. You agree to follow any and all other procedures and instructions for use of the Services as Truist may establish from time to time.
- (h) We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Truist that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
- (i) In general, if an image of an item you transmit through the Service is received and accepted before 9 pm ET on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open.

Generally, if an image of an item you transmit through the Services with standard availability is received and accepted before 9 pm ET on a banking day, we consider that to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next banking day we are open. Funds deposited using the Services will generally be available next banking day. In some circumstances, Truist does place holds on deposits which delays when those funds will be available.

An image of an item you transmit through the Services using the immediate availability service will be processed each banking day during nightly processing. If accepted, your available balance will be increased by the amount of the deposited check, minus the applicable fee, at the time the deposit is made.

For additional information, refer to the Funds Availability section of the Bank Services Agreement located on [Truist.com](https://www.truist.com).

- (j) Upon your receipt of a confirmation from Truist that we have received an image that you have transmitted, you agree to retain the check for at least 7 calendar days from the date of the image transmission. After 7 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Truist upon request.
- (k) We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. Your check deposit limits can be found by logging into the app.
- (l) The manner in which the items are cleared, presented for payment, and collected shall be in Truist's sole discretion subject to the Bank Services Agreement governing your account.
- (m) You agree to notify Truist of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Truist account statement is sent. Unless you notify Truist within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Truist for such alleged error.
- (n) By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Truist bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

- (o) The image of an item transmitted to Truist using the Services must be legible, as determined in the sole discretion of Truist. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Truist, ANSI (American National Standards Institute), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- (p) You warrant to Truist that:
 - i. You will only transmit eligible items.
 - ii. You will not transmit duplicate items.
 - iii. You will not re-deposit or re-present the original item.
 - iv. All information you provide to Truist is accurate and true.
 - v. You will comply with this Agreement and all applicable rules, laws and regulations.
 - vi. You are not aware of any factor which may impair the collectability of the item.
 - vii. You agree to indemnify and hold harmless Truist from any loss for breach of this warranty provision.
- (q) Any breach of the above warranties may result in cancellation of the Services for your specific profile in the Truist mobile application, closure of your accounts, or termination of the client relationship.
- (r) You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
- (s) You are responsible for hardware and software compatibility to use mobile check deposit service.
- (t) You are responsible for any risk associated with deposits which are fraudulent, of unreadable image quality, or which have an incorrect declared amount.
- (u) You are responsible for retaining and disposing of paper deposits in a manner consistent with protection against fraud.
- (v) You agree not to make the Mobile Check Deposit software or any related product available or allow use of it in a computer services bureau business, timesharing, or otherwise disclose or allow use of the Mobile Check Deposit software or any related product by or for the benefit of any third party.
- (w) You shall not copy, disassemble, decompile, or otherwise reverse engineer the Mobile Check Deposit software.
- (x) If you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile Check Deposit software, in any manner contrary to the terms of the Agreement, Truist shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such actions.
- (y) Truist's third party suppliers are entitled to exercise any defenses to which Truist would be entitled under our Agreement.
- (z) In no event shall Truist's suppliers be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss, profit, goodwill or other losses resulting from use of the Mobile Check Deposit software or any other product related thereto incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Truist, Truist's supplier, or their respective third party suppliers have been informed of the possibility thereof.

11. Truist SMS Banking Terms and Conditions

(a) Truist SMS Banking Program

For your convenience, Truist offers a service to enable you to receive Short Message Service ("SMS") messages regarding 1) information about your account(s) and 2) suspected fraudulent or suspicious activity on your

account(s) ("SMS Banking Program"). You are under no obligation to use the SMS Banking Program. SMS Banking Program messages are not encrypted and will never contain your full account number. The information contained in SMS Banking Program messages is as of a specific time and date, but because the SMS Banking Program is subject to delay or interruption, it should not be considered real time information. You understand that messages through the SMS Banking Program may be delayed for a variety of reasons and will not reflect account activity that occurred after the message was sent. Truist may terminate your SMS Banking Program at any time without notice.

SMS Banking Program is being provided to you for convenience purposes only and does not change your payment or other obligations unless specifically stated otherwise. Information in a response SMS message through the SMS Banking Program does not amend, supplement, change or replace any other notice or information that you may receive in connection with your account, including any information provided in a monthly periodic statement or account-related agreements. SMS Banking Program is being provided to you and this Truist SMS Banking Program Terms and Conditions ("SMS Banking Program Agreement") is made pursuant to the agreement applicable to the designated accounts. All terms and conditions of your account-related agreements, including any applicable arbitration provisions apply to your use of the SMS Banking Program unless specifically modified by this SMS Banking Program Agreement.

i. Our SMS Messages to You through SMS Banking Program

By providing us with your mobile telephone number upon enrolling in the SMS Banking Program, you consent to receiving SMS messages from us at that number concerning your accounts with Truist and you also consent to Truist or our agents or assignees texting you by any method at the phone number you provide, including our use of automated dialing equipment. The SMS messages may include providing you with account reminders, one time passcodes and servicing information. Data collected through SMS messaging execution will not be shared with any third parties for their marketing or promotional purposes. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the phone number you provide unless we receive your prior express written consent. Separately from the SMS Banking Program, we may text you in response to fraud or other suspicious activity on your accounts as permitted by applicable law. We may contact you using one of the following short codes:

TRUIST ONE TIME PASSCODE (OTP) (28458, 760814, 878478): Access to a Truist Application
TRUIST ALERTS (878476, 878477, 878478): SMS Banking Program Opt In and General Account Servicing Information
TRUIST COMMERCIAL (73227, 957486, 957497): SMS Banking Program Opt In and General Account Servicing Information
TRUIST FRAUD (878228): Fraud Alert Notifications (free to end-user)

ii. Opting Out of the SMS Banking Program

To stop receiving SMS messages, autodialed, or prerecorded/artificial voice content, to a specific phone number, you can text a STOP command ('stop', 'quit', 'end', 'revoke', 'optout', 'opt-out', 'opt out', 'cancel', or 'unsubscribe') to any of the short codes. You will stop receiving SMS messages from all short codes except in cases of suspected fraud or suspicious activity. For example, if you opt out of "878478," then you will continue to receive SMS messages from 878228 (fraud alerts). In order to opt out of fraud alerts, reply with a "STOP" command to 878228 to stop receiving SMS messages from ALL short codes with which your number is associated. To revoke consent, you may also contact the Truist Care Center at 844-4-TRUIST or visit your local branch. Requests received via mail or email are not acceptable.

iii. Opting In to the SMS Banking Program

By texting START to any applicable Truist short code, you expressly consent to receive recurring text messages (including SMS), which may be sent using an automatic telephone dialing system ("auto dialer") or may include prerecorded or artificial voice messages, at the mobile telephone number you provide. These messages may include account servicing alerts and other notifications that you have requested.

Your consent to receive such messages is not a condition of purchasing any goods or services. Message frequency may vary based on your account activity and alert preferences. Message and data rates may apply.

By opting in, you confirm that you are the authorized user of the mobile number provided or have the account holder's permission to enroll the number in this messaging program.

You may opt out of receiving messages at any time by replying STOP to the applicable short code. If you previously opted out and subsequently re-enroll by texting START, your consent will apply only to the specific short code to which you opted in, and not to other Truist short codes or messaging programs.

For assistance, reply HELP, contact the Truist Care Center at 844-4-TRUIST, or visit your local branch. Requests to opt in or opt out submitted via mail or email will not be processed.

iv. FSMS Banking Program through Carriers and Providers

You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. Truist and phone carriers will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the SMS Banking Program.

Truist does not charge you a fee for using our SMS Banking Program, but you understand that **your wireless service provider's standard message and data rates may apply to texts sent through the SMS Banking Program**, and charges may appear on your wireless bill or be deducted from your pre-paid balance. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Message frequency may vary.

v. Questions about SMS Banking Program and Notifying Truist of Changes

For help, text "HELP" to any of the aforementioned short codes: OTP – 28458, 760814, or 878478; Servicing – 878476, 878477, or 878478; Commercial – 73227, 957486 or 957497; and Fraud – 878228. In case of questions, call the Truist Care Center at 844-4TRUIST (844-487-8478). Note that SMS alerts and related functionalities may not be available on all phones or equipment, or through all wireless carriers.

You will immediately notify us if the mobile phone number you have registered for the SMS Banking Program is (i) surrendered by you, (ii) changed by you, or (iii) no longer used by you by logging into your online banking account at Truist.com or by contacting the Truist Care Center at 844-4TRUIST (844-487-8478).

(b) Disclaimer of Warranty and Limitation of Liability

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO YOU OR TO ANY OTHER PERSON IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS SMS BANKING PROGRAM AGREEMENT, THE SERVICE OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT ERROR, OR THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SMS BANKING PROGRAM AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED PURSUANT TO THIS SMS BANKING PROGRAM AGREEMENT OR BY REASON OF YOUR USE OF THE SERVICE, INCLUDING LOST DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM AN INTERRUPTION IN THE AVAILABILITY OF THE SERVICE, OR ANY COMPUTER VIRUS THAT YOU MAY ENCOUNTER USING THE SERVICE. WE ENCOURAGE YOU TO ROUTINELY SCAN YOUR ELECTRONIC DEVICE USING A RELIABLE VIRUS PROTECTION PRODUCT TO DETECT AND REMOVE VIRUSES FROM YOUR ELECTRONIC DEVICE.

BY ACCESSING THE SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST TRUIST AND ANY THIRD PARTY CONTENT PROVIDERS REGARDING THE INFORMATION PROVIDED AS PART OF THE SERVICE AND ANY INFORMATION RECEIVED BY YOU AS A RESULT OF USING THE SERVICE, AND ANY USE BY YOU OF SUCH INFORMATION. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL TRUIST OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR ITS CONTENTS OR SERVICES BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOOD WILL, BUSINESS INTERRUPTION, USE, DATA, EQUIPMENT OR OTHER INTANGIBLE LOSSES (EVEN IF TRUIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM: (1) THE USE OF OR INABILITY TO USE THE SERVICE, (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU OR BY ANYONE TO WHOM YOU COMMUNICATE SUCH INFORMATION, OR FOR ANY ERRORS BY YOU IN COMMUNICATING SUCH INFORMATION, (3) THE COST OF SUBSTITUTE GOODS OR SERVICES, OR (4) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR DISTRIBUTION OF SERVICES THROUGH THE SERVICE. TRUIST SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, PROCEDURE, OR SERVICE OBTAINED THROUGH THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO WAIVE ALL CLAIMS AGAINST TRUIST AND ANY THIRD PARTY CONTENT PROVIDERS REGARDING REVOCATION OF CONSENT RECEIVED OUTSIDE OF CHANNELS OUTLINED IN THE LIMITATION OF LIABILITY – SMS BANKING PROGRAM SECTION.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRUIST'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE OR CLAIM RELATED TO THIS SMS BANKING PROGRAM AGREEMENT, THE SERVICE, ANY PRODUCTS OR SERVICES OBTAINED THROUGH USE OF THE SERVICE, OR PRIVACY POLICY RELATED TO THE SERVICE, IS YOUR CESSATION OF THE USE OF THE SERVICE.

(c) General

- i. Entire Agreement. Except as provided in this section, this SMS Banking Program Agreement constitutes the complete and exclusive agreement related to the Service, and supplements any other agreement or disclosure related to your Account(s). In the event of a conflict between this SMS Banking Program Agreement and any other agreement or disclosure related to your Account(s) or any statement by our employees or agents, this SMS Banking Program Agreement shall control as to the subject matter addressed herein.

If you also consent to the terms of the Consent to Use Electronic Signatures and Communications ("ESIGN Consent"), then this SMS Banking Program Agreement and the ESIGN Consent both govern your use of the Service. In the event of a conflict between this SMS Banking Program Agreement and the ESIGN Consent, this SMS Banking Program Agreement shall control as to the subject matter addressed herein.

- ii. Waivers. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.
- iii. Assignment. You may not assign this SMS Banking Program Agreement to any other party. We may assign this SMS Banking Program Agreement or delegate any or all of our rights and responsibilities under this SMS Banking Program Agreement to any agents or representatives.
- iv. Governing Law. This SMS Banking Program Agreement shall be governed by and construed in accordance with the laws of North Carolina without regard to that state's conflict of laws provisions.
- v. Compliance with Applicable Laws. Any user of this SMS Banking Program shall comply with all applicable laws. We reserve the right to refuse to process any transaction we reasonably believe

violates applicable law or we believe is made in connection with any unlawful transaction or activity. We will notify you if we do not process a transaction.

- vi. **Amendments.** We may change the terms of this SMS Banking Program Agreement from time to time. Such changes may include adding new terms or deleting or altering existing terms. We will provide you with written advance notice of any changes to the SMS Banking Program Agreement by sending you notice by mail or electronically. The notice will identify what change or changes will be taking effect or direct you online to our website at www.truist.com/retail-online-agreement to see the terms of the updated SMS Banking Program Agreement. Any change will be effective no earlier than 30 days after notice of the change is sent or otherwise made available to you. We also may change the terms of this SMS Banking Program Agreement effective immediately and without advance notice to you when necessary to conform to federal or state law or regulations, in which case we will provide notice as soon as we deem practicable. Continued use of the SMS Banking Program following notice of amendment of the SMS Banking Program Agreement by Truist constitutes your acceptance of any changes to this SMS Banking Program Agreement and your agreement to comply with any changes, and you will be bound by the updated SMS Banking Program Agreement.
- vii. **Severability.** If any provision of this SMS Banking Program Agreement is determined to be void or invalid, the remainder of this SMS Banking Program Agreement shall remain in full force and effect.
- viii. **SMS Banking Program Hours.** The SMS Banking Program is available 24-hours a day, seven days a week, except during maintenance periods.
- ix. **SMS Banking Program Notifications.** We may modify or discontinue the SMS Banking Program at any time. You agree that we may send you electronic notifications concerning the SMS Banking Program, including notice of a change or termination of the SMS Banking Program. We may also temporarily suspend your use of the SMS Banking Program at any time for security reasons or any other reason in our sole discretion. We have no responsibility or liability for SMS Banking Program unavailability, interruptions or delays due to any cause.
- x. **Confidentiality.** Subject to applicable law, we will disclose information to third parties about you and your Account(s): (i) where it is necessary for completing payment transactions; (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the Truist Consumer Privacy Notice (note: SMS messaging originator opt-in data and consent will not be shared with third parties for their own purposes); and (vi) as otherwise required or permitted by law or government regulation.

The Truist privacy policy can be found at <https://www.truist.com/privacy>.

- xi. **Access to Other Products and Services.** We may provide you access to other financial products and/or services offered by Truist. Access to these products or services may be provided through the use of hyperlinks within the SMS messages. You agree that when you use these other services, you will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this SMS Banking Program Agreement and any terms and conditions applicable to other services, this SMS Banking Program Agreement shall control as to the subject matter addressed herein.

12. Download Services

Download Services enables you to download specific information from Online Banking or Direct Connect into Quicken®, QuickBooks®, and other software applications. It is your responsibility to obtain a valid and separate license agreement with the Provider of the software application. Use of Direct Connect incurs a fee. Refer to the [Personal Deposit Accounts Fee Schedule](#).

You understand and agree that:

- The information you download is for tracking purposes only and should not be considered an official record. Statements generated by Truist are the sole official record of Truist account transactions, positions, and balances.

- The account information will not reflect banking or financial activities and transactions that have not yet been posted to your account and will only reflect the account information at the time that you download the information. Pending transactions on your account will not be included in your download.
- It is your responsibility to update your downloaded account information to your software application. Truist will not initiate updates to downloaded information.
- Truist is not liable for any loss, damages or expenses of any kind as a result of your reliance upon the downloaded information in your software application.

(a) Transmission and Storage

You agree and understand that:

- You assume all risk for the possibility that any account information you download and store in your software application may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the account information out of Truist's secure environment by downloading it, Truist is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely yours (or may be shared with others, such as your software application provider); and
- Truist is not responsible for the security and confidentiality of the account information if you: (i) use unsecured wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded; or (ii) allow other persons access to your software application.

You agree that any account information that you download is processed at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or storage of your account information in an electronic device.

(b) Additional Limitations of Liability

You agree that Truist will not be liable to you for:

- your inability to use the download service;
- the accuracy, timeliness, loss, or corruption of account information;
- unauthorized access to your account information and any misuse, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions; or
- your inability to access your account information (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), acts of God, strikes, or other labor problems).

(c) My Receipts Service

My Receipts Service allows you to store receipts from purchases and attach the receipts to transactions in eligible accounts. You can upload receipts within the Service.

i. Storing Receipts

You can store receipts from your device once you are logged on to the Service. Images can be captured from various devices (mobile phone camera, digital camera, or scanner). The Service can accept .jpg, .gif, .png, and .pdf file formats. You agree to not upload any inappropriate material, as determined in our sole discretion, as well as any intellectual property you do not have a right to use.

The quality of receipts; including but not limited to the content, layout, and detail, is not in the control of Truist. No representations or standard levels are offered regarding the quality of receipts, regardless of what caused unacceptable quality. You agree that any submitted content (even non-receipt content) may be used for any purpose subject to the Truist Privacy Notice. You agree that we have the right to delete any emailed or uploaded content in our sole discretion with no liability to you or any third party for doing so. You agree to only

send or upload receipt images.

ii. Receipt Use

Once receipts are uploaded you can:

- View and store receipts
- Add subject labels to receipts
- Search and sort receipts by date
- Attach any receipt to a transaction on an eligible account. Each transaction can have only one receipt associated with it and each receipt can only be associated with one transaction.
- Delete your receipts. This will prevent those receipts from being associated with any transaction and you cannot retrieve deleted receipt. You must upload a new image of a deleted receipt. If a receipt is not deleted, then you will be able to detach a receipt from a particular transaction and associate the receipt with another transaction.
- The Service will store uploaded receipts for up to 24 months. Any content submitted, including but not limited to receipts, will be permanently NON-ACCESSIBLE 24 months after the last day of the month the receipt was first submitted.

iii. Disclaimer of Warranties

THE MY RECEIPTS SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY.

YOU AGREE THAT TRUIST WILL NOT BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF TRUIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE MY RECEIPTS SERVICE; (ii) INTENTIONAL OR ACCIDENTAL DELETING OF DATA OR DISCONTINUATION OF THE MY RECEIPTS SERVICE, (iii) ANY PRODUCTS, DATA, INFORMATION, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE MY RECEIPTS SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vi) ANY OTHER MATTER RELATING TO THE MY RECEIPTS SERVICE.

13. Additional Services

(a) Online Statement and Document Delivery Service

The Truist Online Statement and Document Delivery Service (the "Delivery Service") is provided by Truist ("we" and "us").

i. Service Requirements

The Delivery Service provides you with access to an electronic version of your account statements or other documents for eligible accounts. This Delivery Service is provided to you free of charge and permits the flexibility of saving and printing account statements at any time. You may be notified through email when your statement is ready for viewing. You must validate your email address upon enrollment. We will attempt to notify you that a statement is available to view.

ii. Eligible Accounts

Online statements and documents for eligible accounts such as checking, savings, money market, Asset Management Account, loan and lines of credit, and credit card accounts that have recurring periodic statements and that are included in a customer's portfolio of accounts accessed through Truist's Online Banking Service are eligible for the Delivery Service. Truist reserves the right to change or modify decisions regarding account eligibility in its sole discretion.

If you are the owner of an account with other owners, you agree and understand that your electronic notice may

be consolidated with the notice for other account owners who are members of your household into a single email or other electronic message sent to one, specific email address shared by you and all other owners in your household as the email address of record for the Delivery Service. As a member of the household, you agree and consent that access through the Delivery Service to one copy of an electronic record, such as an account statement, service agreement amendment, or a notice or disclosure required under applicable law, through a shared email address constitutes sufficient and effective delivery to you personally of such document as required by applicable law, rule or regulation.

iii. Online Statement Delivery

As a Truist Online Banking client you accept the terms of the Delivery Service. For accounts with multiple owners, only one account owner or representative is needed to establish the Delivery Service. If you currently receive a consolidated statement that includes multiple accounts and you opt for online statement delivery, all accounts shown on the consolidated statement will be automatically enrolled for online statement delivery. You can view, print and download your current statement(s) and available statement history.

Truist will no longer deliver paper statements or cancelled checks for any of the accounts included in the Delivery Service. If you currently receive your returned checks in your paper statements, this will be discontinued. In the event that you request paper delivery versus electronic in the future, this will not reinstate the returned checks.

You also agree to receive any legal notices or other important information currently delivered with your paper statements ("Statement Inserts") regarding these accounts only online. We may from time to time offer other legal notices through the Delivery Service. Your request for such delivery will be your acknowledgement that this section governs the delivery of the legal notices.

Examples of Statement Inserts that may be delivered online include, without limitation, Change of Terms notices, privacy statements, and Reg E Error Resolution Notice.

iv. Termination Rights

You may stop receiving electronic statements at any time by calling us at 844-4TRUIST (844-487-8478), stopping by your branch, or signing on to Online Banking and changing your delivery preference. You will not be charged a fee if you chose to terminate this Delivery Service and return to receiving paper statements for your accounts unless noted otherwise on the [Personal Deposit Accounts Fee Schedule](#). Truist may terminate the Delivery Service for any or all Designated Accounts at any time. Upon such Termination, delivery of paper copies of Electronic Records will resume within a reasonable time. Termination of the Delivery Service does not affect the validity or legal effect of any Electronic Record delivered to you or any Owners through the Delivery Service. Termination of the Delivery Service does not terminate Online Banking unless otherwise so stated.

v. Receiving Statement Photocopies

You can print a copy of your available online statements at any time. You can, also obtain a photocopy of your statement from Truist at any time. We will send you a photocopy of a statement previously delivered through the Delivery Service at your request. The standard fee then in effect and charged for paper delivery of account statements will apply. Please refer to your [Personal Deposit Accounts Fee Schedule](#). Paper copies of statements can be requested by contacting us at 844-4TRUIST (844-487-8478). A request for a paper copy does not terminate the Delivery Service.

vi. Minimizing Risks

Certain risks are associated with the transmission of Communications through the Internet, including, but not limited to, unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. Email is not private or secure. The Communication sent to you by email is an unencrypted, automatic alert. Although this Communication is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do not respond to the Communication by return email, or use it to request information, service, paper copies or other items or to revoke consent. We will not be able to act upon requests made in that manner.

(b) Check and Deposit Images

You may view digital images of recent canceled (paid) checks and deposit slips. Online images may be viewed only for such periods of time as we may establish, after which copies are normally available from our archives

upon request (we may charge a fee for such copies).

As is common industry practice with various check truncation or safekeeping services, we destroy the original items but retain the images for at least the number of years required by law. If an image of a check is missing or is illegible, we will attempt to provide you with a legible copy upon your request, if you give us adequate information to identify the specific check. However, we will have no liability to you if we are unable to provide a copy within your requested timeframe, or at all, due to any reason other than our gross negligence, willful misconduct or criminal conduct. We reserve the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond our control.

(c) Balance Inquiries

You may use the service to check the balance of your accounts. The balances shown may differ from your records because they may not include deposits not available for withdrawal, outstanding checks or other withdrawals, payments or charges.

(d) Electronic Messaging

The Electronic Messaging service provides you with the ability to receive electronic messages from us.

From time to time, we may send important notices to you concerning your use of the service by electronic messaging. The electronic messaging service may not be used to send messages to the general public.

(e) Deals

The Truist Deals Program (the "Program") allows certain Truist Bank ("Truist") customers with eligible Truist Personal Credit Cards, Personal and Business Debit Cards, and Money Account Cards ("Card" or "Cards") to earn a statement credit or cash back when they use their Cards at retailers participating in the Program ("Participating Merchants"). Only Truist customers who have enrolled in Truist Online Banking at Truist.com or the Truist Mobile Banking App are eligible to participate.

Participating Merchants will offer a statement credit or cash back when customers use a Card to purchase certain items offered by the Participating Merchant ("Offer" or "Offers").

All customers who participate in the Program are subject to these terms and conditions (the "Rules") and any terms and conditions of an Offer established by Participating Merchants. These Rules supplement your Truist Bank Services Agreement, Money Account Cardholder Terms and Conditions, Truist Consumer Credit Card Agreement, and any other applicable agreement governing your Card account and associated services ("Account Agreements"). You agree to notify all other customers who have a card linked to your Card(s) of these Rules. Any customer who has a card linked to your Card(s) may be eligible to select and redeem Offers. In the event of a conflict between your Account Agreements and these Rules, the Rules will govern any matter relating to the Program while your Account Agreements will govern all other matters.

In these Rules, "Truist," "we," "our," and "us" refer to Truist. "You" and "your" mean every eligible person or entity who uses a Card. By participating in the Program, you agree to these Rules and agree that the Rules may be modified at our sole discretion, from time to time. We reserve the right to terminate, modify, amend or suspend this Program in whole or in part at any time. Your continued use of your Card constitutes your consent to these Rules.

i. Eligibility for the Program

Cards are automatically eligible for the Program. There is no enrollment required. However, you must meet the Program requirements to participate and earn a statement credit or cash back, including:

- (i) your Card must be active and in good standing at the time any statement credit or cash back is applied to your Card account;
- (ii) you have enrolled in Truist Online Banking at Truist.com;
- (iii) you meet the terms and conditions established by a Participating Merchant on an Offer; and
- (iv) you continue to satisfy all eligibility criteria that we establish for the Program.

ii. Earning a Statement Credit or Cash Back from the Program

The Program is only available to customers who have online access to the Card through Truist Online Banking at Truist.com or the Truist Mobile Banking App. You must log on to Truist.com or the Truist Mobile Banking App (the "Program Website") in order to see the list of Participating Merchants and the Offers. To be eligible for a statement credit or cash back in connection with an Offer, select the Offer by clicking on it and the Offer will load to your Cards. You cannot redeem Offers and earn a statement credit or cash back unless you first select them at the Program Website.

Participating Merchants set the terms and conditions for each Offer. You should review the details of the Offer, including any expiration date, before you select it and load it to your Card. Once you have loaded it, you must complete the specified purchase, and meet any other terms of the Offer, to earn a statement credit or cash back. In general, a statement credit or cash back will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types, nor for the amount of tax or shipping and handling paid on a purchase; ATM transactions; or any transaction violating any federal, state or local law.

We try to provide Offers to places you've shopped or to similar merchants where you may like to shop.

The Program is separate and independent from any Truist Consumer Credit Card Rewards Program in which you are enrolled related to your Truist Consumer Credit Card Account(s). Any cash back earned through the Truist Deals Program is not eligible for any deposit bonus or other incentives that may be available when you redeem your Truist Consumer Credit Card Rewards. Deals offered through the Truist Deals Program are available apart from any rewards you may earn through any Truist Consumer Credit Card Rewards Program and will not accrue in your Truist Consumer Credit Card Rewards Program account.

iii. Statement Credits and Cash Back

You will usually receive a statement credit or cash back earned on an Offer in the month following your purchase. If you have more than one Truist account, Truist initially sets a default account to receive the statement credit or cash back; however, you may change the default account to another account ("Designated Account") in "Settings" on the Program Website. An individual may change the Designated Account to any account in which they are a joint or individual owner. Only one Designated Account may be selected at any time.

Your Designated Account must be open and in good standing in order to receive statement credits or cash back. If your Designated Account is closed by you or by us but you have other open accounts available, we may – in our sole discretion – select an alternative account to apply a statement credit or cash back. If you have no open Truist accounts when the cash back or statement credit is to be applied, you will forfeit any cash back that has not yet been applied to an account.

We will show the amount of the statement credit or cash back for Offers applied to your Designated Account on the Designated Account statement and on the Program Website.

Participating Merchants establish the terms of an Offer and fund the corresponding statement credit or cash back. Cardlytics administers the Program including collection of funds due from the Participating Merchants and remittance of these funds to Truist for applying to your Designated Account. You are not entitled to compensation from us or Cardlytics for the expiration or forfeiture of your Offers for any reason.

iv. Errors in Redemption, Statement Credit or Cash Back

In the event you have questions or believe an error has occurred relating to your redemption of any Offers, please call Truist at 844-4TRUIST (844-487-8478), 24 hours a day, 7 days a week. You may also review the status of Offers on the Program Website.

Statement credit and cash back may take up to fifty (50) days from your purchase (date the charge appears on your Card account statement) to appear in your Designated Account or alternate account. If you believe that you have made purchases that should have earned a statement credit or cash back, but a statement credit or cash back has not been applied to your Designated Account or alternate account, you may contact us to investigate. If you do not contact us within ninety (90) days of your purchase date, we will not be obligated to investigate your request and your ability to claim a statement credit or cash back will be deemed waived.

v. Limited Liability

Unless otherwise required by law or as expressly stated in writing in an agreement between Truist and you, Truist and its affiliates, officers, directors, employees, or agents will not be liable to you, or anyone making a claim on your behalf, in connection with (i) any change in the Program; (ii) any claim relating to products or services of any

Participating Merchant, whether or not arising out of the Program; (iii) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (iv) any content, products or service appearing on a website to which we provide a link from the Program Website; (v) any claim relating to the terms and conditions of any Offers; or (vi) any taxes that you incur as a result of receiving a statement credit or cash back. Participating Merchants are solely responsible for the Offers and funding of a statement credit or cash back to you. In any event, any liability that Truist may have to you in connection with the Program shall be limited to the amount of any statement credit or cash back from Offers which have earned in accordance with the Rules of the Program and that Truist has received from Cardlytics and the Participating Retailers.

vi. No Warranties

Truist and Cardlytics do not: (i) endorse any Participating Merchants; (ii) make any express or implied warranty regarding any Participating Merchant's goods or services; (iii) assume responsibility for any Participating Merchant's obligation to you, including the payment of any statement credit or cash back offered by the Participating Retailer; or (iv) guarantee the performance of any Participating Retailer under the Program. Truist does not operate or control the products, services, or initial payment of Offers made by Participating Merchants. Participating Retailers are solely responsible for the funding of Offers through Cardlytics to Truist.

vii. Your Information

We do not share your personal information with Participating Merchants. Please refer to the [Truist Privacy Policy](#) for more information about Truist's privacy practices.

Offer alerts will be sent to you as reminders of new Offers, expiring Offers and other program information. You may opt out of receiving these Offer alerts by changing your alert settings at [Truist.com](#). Cardlytics will not send you any Offer alerts. All Offer alerts will come directly from Truist.

viii. Opting Out

You may opt out of receiving Offers on the Program Website. If you opt out, you will not receive any further Offers. Purchases made after the opt-out date will not earn any statement credit or cash back even if you loaded an Offer to your Card before you opted-out.

You may continue to see Offers information and alerts until the change becomes effective. You will forfeit any statement credit or cash back that has not yet posted to a Designated Account upon cancellation of your participation.

ix. General

The Program is void where prohibited by law and subject to the Program Rules and the terms in your Account Agreement, including, but not limited to, the arbitration of disputes provisions contained in your Account Agreement.

This Program is offered at our sole discretion and we have no obligation to continue the Program or to make the Program available to you. We may change the Truist Deals Program or the terms of these Rules from time to time. Such changes may include adding new terms or deleting or altering existing terms. We will provide you with written advance notice of any changes to the Rules by sending you notice by mail or electronically. The notice will identify what change or changes will be taking effect or direct you online to our website at www.truist.com/retail-online-agreement to see the terms of the updated Rules. Any change will be effective no earlier than 30 days after notice of the change is sent or otherwise made available to you. We also may change the terms of the Rules effective immediately and without advance notice to you when necessary to conform to federal or state law or regulations, in which case we will provide notice as soon as we deem practicable.

(f) Planning & Aggregation Services

We may make available to you certain optional tools and features that enable you to view or manage your personal financial information in one place, which may include accounts from other businesses and financial institutions ("Planning & Aggregation Services"). These Planning & Aggregation Services are offered at our sole discretion and we have no obligation to continue or make available to you Planning & Aggregation Services. This service uses proprietary technology that allows you to link and view account information from websites designated by you. By using this service to access a third party website you designate, you agree to the following:

- i. Provide Accurate Information. You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree

to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

- ii. **Proprietary Rights.** You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.
- iii. **Content You Provide.** You are licensing to Truist Financial Corporation and its affiliates ("Truist") and its service providers ("Service Provider") any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Truist and Service Provider may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Truist and Service Provider may use the Content for the purposes set out above. As between Truist and Service Provider, Truist owns your confidential account information.
- iv. **Third Party Accounts.** By using the service, you authorize Truist and Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Truist and Service Provider a limited power of attorney, and you hereby appoint Truist and Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN TRUIST OR SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, TRUIST AND SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service. Note that assets held by third parties may not be covered under the Securities Investor Protection Act (SIPC).
- v. **Balances and transactions provided by this service** are only intended to reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current. This service is provided for informational purposes only and is not intended for executing trades or for other transactional purposes. You should not view the service as a replacement for advice from a competent financial professional.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRUIST AND SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TRUIST AND SERVICE PROVIDER MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM

TRUIST OR SERVICE PROVIDER THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER TRUIST OR SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF TRUIST OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

- vi. Indemnification. You agree to protect and fully compensate Truist and Service Provider and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone. You agree that Service Provider is a third-party beneficiary of the above provisions, with all rights to enforce such provisions as if Service Provider were a party to this Agreement.

14. Disclaimer of Warranty; Exclusion of Damages

(a) Disclaimer of Warranty

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS, AND WE MAKE NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING ANY SERVICES, OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

(b) Exclusion of Damages

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE FINANCIAL SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

15. Privacy and Security

We make security and the protection of your personal information a top priority. Truist's Privacy Policy, which is incorporated and made a part of this Agreement by this reference, can be accessed on the [Truist Privacy page](#). The information there explains how we collect your information, and how we safeguard it.

(a) User Information

You acknowledge that in connection with your use of the Service, including text messages from the SMS Banking Program, Truist and its affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Service, including the SMS Banking Program (collectively "User Information"). The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service, including the SMS Banking Program, to verify the existence or status of your Account to a third party, such as a credit bureau or merchant, to activate additional services, or to provide to a consumer reporting agency for purposes of anonymous

research only. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with affiliates and service providers to support your transactions with us and for identity verification and fraud avoidance purposes. Information may also be disclosed as otherwise permitted or required by law, including compliance with court orders or lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its affiliates and service providers also reserve the right to monitor use of the Services, including the SMS Banking Program, for purposes of verifying compliance with the law, these terms and conditions, and any applicable software license, but we disclaim any obligation to monitor, filter, or edit any content. You agree that, in using the Service, including the SMS Banking Program, information and transfers will be recorded and/or data captured, and you consent to such recording.

(b) Account Information

Your Account information is confidential. Truist will disclose information to third parties (including Billers and our Service Providers) about your Account(s) and the transfers you make as is permitted by our Privacy Policy and the law including, without limitation:

- i. When it is necessary or helpful to enable you to use the Service, such as transferring or paying funds, obtaining Account information or performing any other functions described in this Agreement.
- ii. If you have given us permission to do so.
- iii. When it is necessary to complete transactions.
- iv. To comply with a court order or the request of a government agency where it is necessary for activating additional services.
- v. To a consumer reporting agency for research purposes only.

(c) Mobile Banking Security

We do not store confidential or sensitive information such as passwords or account numbers on your wireless device in connection with the mobile banking service; however, user IDs may be stored on your wireless device based on the personal setting you establish on your device. You should safeguard your wireless device, user ID and password against loss or theft. If your device is lost or stolen, report it immediately to your wireless provider. Except as provided in this agreement, we have no responsibility or liability if someone else learns your user ID and password and uses it to access the mobile banking service.

16. Termination

You may terminate your use of the Service at any time by visiting your local Truist financial center, by calling the Truist Care Center at 844-4TRUIST (844-487-8478) or by writing to us at Truist Online Banking Support, P.O Box 1014, Charlotte, NC 28201. You must notify us at least 10 days prior to the date on which you wish to have your service terminated. We may require that you put your request in writing. If you have scheduled payments within this 10-day period, you also must separately cancel those payments pursuant to the Stopping and Modifying Bill Payments Section of this agreement. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments scheduled during the 10 days following our receipt of your written notice of termination and all accrued fees and charges. If there is more than one account owner or if more than one person is authorized to access the account through the service, we may terminate the service upon the request of any account owner or person authorized to access the account.

We may terminate your use of the Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

17. Fees

You agree to pay the fees specified in the current [Personal Deposit Accounts Fee Schedule](#) as amended from time to time, which you can view by logging into your account within the Service, and which are incorporated herein by reference.

Stop payment fees and other service charges may apply. For example, there may be additional fees charged against your accounts if a transaction you initiate using the Service causes any of your accounts to be overdrawn, exceed the maximum permissible number of transactions for the accounts or exceed any other qualifiers for the accounts. Refer to the Bank Services Agreement and the [Personal Deposit Accounts Fee Schedule](#).

You authorize Truist to deduct all applicable subscription, service and use fees for the Service from your service charge account. If we are unable to deduct all applicable fees from your service charge account for any reason (e.g., the account has been closed or there are not sufficient funds in the account), you authorize Truist to deduct all applicable fees for the Service from any of your other accounts. You may designate a different account for service charge deductions, by notifying a local Truist financial center, calling the Truist Care Center at 844-4TRUIST (844-487-8478) or by using Online Banking.

18. General

(a) Entire Agreement

This Agreement constitutes the complete and exclusive agreement related to the Service and supplements the software license agreements, the account agreements and any other agreement or disclosure related to your accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your accounts or any statement by our employees or agents, this agreement shall control as to the subject matter addressed herein.

(b) Waivers

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall constitute a waiver of the term or provision in the future.

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

(c) Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties or independent contractors. We may assign this Agreement to any future, directly or indirectly, affiliated company.

(d) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of North Carolina, without regard to that state's conflict of laws provisions and will be subject to provisions of all operating circulars of the Federal Reserve and any other applicable provisions of Federal law. The invalidity or enforceability of any other provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(e) Compliance with Applicable Laws

Any user of this service shall comply with all applicable laws. We reserve the right to refuse to process any transaction we reasonably believe violates applicable law or we believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities. We will notify you if we do not process a transaction.

(f) Changes to Agreement

We may change the terms of this Agreement from time to time. Such changes may include adding new terms or deleting or altering existing terms. We will provide you with written advance notice of any changes to the Agreement by sending you notice by mail or electronically. The notice will identify what change or changes will be taking effect or direct you online to our website at www.truist.com/retail-online-agreement to see the terms of the updated Agreement. Any change will be effective no earlier than 30 days after notice of the change is sent or otherwise made available to you. We also may change the terms of this Agreement effective immediately and without advance notice to you when necessary to conform to federal or state law or regulations, in which case we will provide notice as soon as we deem practicable.

You acknowledge and agree that your continued use of the Service after the date that changes to the Agreement are posted on our website constitutes your acceptance of and agreement to any such changes, and you will be bound by the updated Agreement. You agree that any such changes will be effective and shall apply to any transactions that occur or claims that arise after the effective date, whether or not you access the website. If you do not agree with a change, you may discontinue using the Service.

(g) Severability

If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

(h) Service Hours

The service is available 24 hours a day, 7 days a week, except during maintenance periods, for the scheduling, modification or review of payment orders and for initiation of funds transfers and balance inquiries. Please refer to the description of each service for specific processing schedules and cut-off times.

(i) Business Days

Our business days are Monday through Friday excluding bank and/or Federal Reserve holidays.

(j) Service Notifications

We may add, modify or discontinue the Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments. We may send you electronic notifications concerning the Service, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

(k) Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; or (ii) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the [Truist Privacy Policy](#); and (vi) as otherwise required or permitted by law or government regulation.

(l) Access to Other Products and Services

Truist may provide you access to other financial products and/or services offered by Truist, its affiliates, or third parties with whom we have contracted. Access to these products or services may be provided through the use of hyperlinks within the Service. You agree when you use these other services, you will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.

(m) MUTUAL ARBITRATION AGREEMENT

READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with the claims of any other person or entity. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Unless you choose to opt out of this Mutual Arbitration Agreement in the manner and time specified below, you and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including the Notice of Pre-Arbitration Dispute process, rather than by filing or proceeding with a lawsuit in court. This Mutual Arbitration Agreement does not cover disputes which, as a matter of law, may not be subject to pre-dispute arbitration agreements or the excluded claims and proceedings specified below.

Requirement to Arbitrate. The Parties agree that, upon either party's demand for arbitration of any Claim(s), such Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) arbitration under the terms specified in this Mutual Arbitration Agreement. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between you and us (other than an Excluded Claim or Proceeding as defined below), whether preexisting, present, or future, which arises out of or relates to the Account, this Agreement, any transaction conducted with us in connection with the Account or this Agreement, or any aspect of our relationship, including disputes concerning the use or disclosure of information about you or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, e-mails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based in contract, tort (including fraud and other intentional torts), consumer rights, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief.

Special Definition of "We," "Us," "Our," and "Parties." Solely for purposes of this Mutual Arbitration Agreement, the terms "Truist," "we," "us," "our," and "Parties," in addition to the meanings set forth in this Agreement, also refer to Truist Bank and its past, present, and future parents, subsidiaries, and affiliates, as well as Truist Bank's and each of these entities' employees, agents, officers, directors, predecessors, successors, and assigns. The "Parties" refers to both you and Truist. "We," "us," "our," and "Parties" also apply to third parties if you or Truist assert a Claim against such third parties in connection with a Claim you assert against us or Truist asserts against you.

Excluded Claims and Proceedings. As an alternative to arbitration, either you or we may bring claims in small claims court or your state's equivalent of small claims court, so long as the action is brought on an individual basis (*i.e.*, not a class, consolidated, collective, or representative basis) and is not transferred, removed, or appealed to a different court. Nothing in this Mutual Arbitration Agreement prevents you or us from exercising any self-help rights, including set-off as described in the Agreement section titled "Right of Setoff." You or we also may bring an action on an individual basis in court if the action does not seek monetary relief of any kind and is limited either to preventing the other party from using a self-help remedy or to seeking temporary or preliminary injunctive relief pending the outcome of arbitration. Pursuing any such right, action, or litigation in court shall not constitute a waiver of any party's right to compel arbitration of any other dispute or Claim(s). The term "Claim" excludes any disagreement over the arbitrability of a dispute including whether a dispute can or must be arbitrated, disputes regarding whether this Mutual Arbitration Agreement or any part of it is unenforceable, or disputes regarding the provisions labeled "Notice of Pre-Arbitration Dispute" or "Requirement of Individual Arbitration and Relief," including whether these provisions are unenforceable or have been breached; such disputes or disagreements must be decided only by a court of competent jurisdiction rather than by an arbitrator or administrator unless all Parties otherwise agree in writing.

Federal Arbitration Act. Notwithstanding any choice of law or other provision in this Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the procedural and substantive provisions of the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even if either party is otherwise exempted from the FAA. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Requirement of Individual Arbitration and Relief. The Parties mutually agree that if you or we elect to arbitrate a Claim, such Claim must be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they each waive the right to bring or participate as a class member in a class, consolidated, collective, representative, or private attorney general proceeding, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, representative, or private attorney general proceeding for any Claim subject to arbitration under this Mutual Arbitration Agreement. The arbitrator may award relief (whether monetary, injunctive, or declaratory) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. That means that the Parties waive the right to seek public injunctive relief, other non-individualized injunctive relief, or any other remedy (such as damages) on behalf of others. In addition, except in the case of joint account owners, the arbitrator may not consolidate more than one person's claims unless all parties agree. This waiver of class, consolidated, collective, representative, and private attorney general proceedings and non-individualized relief does not prevent you or us from participating in a settlement of Claims on a class-wide, consolidated, collective, representative, or private attorney general basis, to the extent you or we do not exercise a right to opt out of such settlement. Nor does this waiver prohibit the use of a process arbitrator to decide administrative or other non-merits issues if permitted by the mass arbitration rules or other rules of the administrator and the rest of this Mutual Arbitration Agreement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, representative, or private attorney general claims

or proceedings or on public or non-individualized relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

Arbitration Procedures.

- i. **Notice of Pre-Arbitration Dispute:** The Parties agree that good faith, informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in any requested informal dispute resolution conference. The party who wishes to assert a Claim ("claimant") must first give written notice to the other party of their intent to initiate arbitration (a "Notice of Pre-Arbitration Dispute"). A Notice of Pre-Arbitration Dispute must contain all of the following: (1) the claimant's name, telephone number, and mailing address and any preferred e-mail address for communications; (2) the Account number of any Account at issue; (3) a detailed factual description of the nature and basis of the dispute, including the legal claims asserted; (4) the relief sought, including the basis and amount of any alleged damages; (5) the personal handwritten signature of the claimant (an electronic signature is not sufficient unless the other party agrees); and (6) if you are the claimant and have retained counsel, a statement with your personal handwritten signature authorizing us to share information about the Account and the Claim with your counsel. The claimant agrees to cooperate with any reasonable request by the other party to verify the claimant's identity and the fact that the claimant authorized submission of the Notice of Pre-Arbitration Dispute or the disclosure of Account information to their counsel. If you are the claimant, the Notice of Pre-Arbitration Dispute must be clearly marked "Notice of Pre-Arbitration Dispute" and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If Truist is the claimant, Truist will send the Notice of Pre-Arbitration Dispute to the most recent address for you in our files.
- ii. **Informal Dispute Resolution Conferences:** After the Notice of Pre-Arbitration Dispute containing all of the information required in section (a) above is received, a sixty (60) day period during which the Parties must engage in good faith efforts to resolve the Claim informally ("Informal Resolution Period") will begin. During the Informal Resolution Period, either party may request a telephone or video conference to discuss resolution of the Claim ("Informal Dispute Resolution Conference") and both you and a Truist representative must personally participate in the conference. If either party is represented by counsel, that party's counsel may participate in the Informal Dispute Resolution Conference, but both you and a Truist representative must also personally participate in the conference unless you and we agree otherwise in writing. For the protection of your confidential Account information, multiple customers who are not joint account owners cannot participate in the same Informal Dispute Resolution Conference unless agreed to by all Parties in writing. The Informal Dispute Resolution Conference will take place at a mutually agreeable time, including after the sixty (60) day Informal Resolution Period if needed to accommodate the Parties' schedules in which case the Informal Resolution Period shall be extended until either the Informal Dispute Resolution Conference is held or the request for it is withdrawn. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the Claim at any time, including before the Informal Resolution Period or the Informal Dispute Resolution Conference. Settlement discussions, including offers of settlement and the sharing of any Account information, will not be disclosed in the arbitration. The Parties agree that any applicable contractual or statutory limitations period for the Claims and requests for relief set forth in the Notice of Pre-Arbitration Dispute will be tolled during the Informal Resolution Period.
- iii. **Commencing Arbitration:** Arbitration cannot be commenced until after the Informal Resolution Period has ended. The Notice of Pre-Arbitration Dispute and Informal Dispute Resolution Conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration. After the Informal Resolution Period has ended, if the Claim remains unresolved, either you or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include or attach all of the following to be accepted for administration: (1) the name, telephone number, and mailing address of the party initiating arbitration and any preferred e-mail address for communications; (2) the Account number of any Account at issue; (3) a statement of the legal claims being asserted, the detailed factual basis of those claims, and the remedies sought; (4) the personal handwritten signature of the party initiating arbitration (an electronic signature is not sufficient); and

(5) a copy of the Notice of Pre-Arbitration Dispute. If the party initiating arbitration is represented by counsel, counsel must also sign the demand for arbitration under a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by you must be delivered to Truist Bank Legal Department, Attn: Arbitration Demand, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for you in our files.

- iv. **Electing Arbitration:** If a Claim subject to arbitration is asserted in a lawsuit in court (whether in a complaint, counterclaim, cross-claim, or third-party claim, or in any other way), the party against whom the Claim is asserted may elect arbitration of the Claim, including by making a demand that the other party arbitrate their Claim or by filing a motion to compel arbitration with the court. No actions taken by the parties in a lawsuit shall constitute a waiver of any rights under the Mutual Arbitration Agreement. If arbitration is elected, the party bringing the Claim must follow the arbitration procedures set forth in the Mutual Arbitration Agreement, including the Notice of Pre-arbitration Dispute.
- v. **Arbitration Administrator and Rules:** The arbitration will be administered by JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, www.jamsadr.com, 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or by visiting their website. If JAMS cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, the Parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No entity may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent in writing. The arbitration will proceed in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures in effect when the arbitration commences, including any streamlined or expedited arbitration rules and any mass arbitration procedures such as the JAMS Mass Arbitration Procedures and Guidelines. In the event there is a conflict between the administrator's rules and procedures and this Mutual Arbitration Agreement, the Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.
- vi. **Arbitration Fees:** Unless a different allocation is required for this Mutual Arbitration Agreement to be enforceable, the rules of the administrator will govern the allocation and payment of filing, administrative, and arbitrator fees. Each party agrees that they will not oppose or interfere with any negotiations or agreements between the other party and the arbitration administrator relating to that party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator.
- vii. **Arbitrator Selection:** A single arbitrator will be selected in accordance with the rules of the administrator. Unless you and we agree otherwise, the arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. Either party may also request appointment of a process arbitrator if permitted by the administrator's rules or procedures.
- viii. **Arbitration Hearings and Awards:** The arbitrator may conduct the proceedings by telephone, video conference, or in-person hearing so long as the hearing location is in a place reasonably convenient to you. The arbitrator must allow the parties to submit dispositive motions, such as motions to dismiss or for summary judgment, for ruling. Before the hearing, the arbitrator may issue orders allowing the Parties to conduct discovery, including of third parties, sufficient to allow each party to prepare their claims and defenses. The arbitrator shall take into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. The arbitrator must apply the same state or federal substantive law that a court would apply and honor all privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine. The arbitrator, however, is not bound by judicial rules of procedure and evidence that would apply in a court or by state or local laws that relate to arbitration provisions or proceedings (unless required for this Mutual Arbitration Agreement to be enforceable). Except as provided in the Requirement of

Individual Arbitration and Relief section above, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law under the circumstances, including statutory awards of attorneys' and expert witness fees and punitive damages. If the arbitrator determines that a party's claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11(b), the other party is entitled to recover its attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim. The arbitrator may also impose sanctions on counsel if appropriate. An arbitrator may consider awards from arbitrations involving other parties, but an arbitration award is not binding and has no preclusive effect in any proceeding, whether in court or arbitration, involving different parties. The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. A judgment on the award may be entered by any court having jurisdiction. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

- ix. **Appeal of Arbitration Awards:** The arbitrator's award shall be final and binding on all Parties, except for any right to judicial review provided by the FAA. However, if the amount of the Claim exceeds \$1,500,000, or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit exceeding \$1,500,000, either party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider any aspect of the initial award requested by either party. The decision of the panel shall be by majority vote. References in this Mutual Arbitration Agreement to "the arbitrator" means the panel if an appeal of the arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the party taking the appeal subject to reallocation by the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Forum Selection. To the greatest extent permitted by law, in addition to any other court that may have jurisdiction, you and we agree that an action to enforce or challenge any part of the Mutual Arbitration Agreement may be brought in North Carolina federal or state court. you and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or the laying of venue.

Survival and Severability. This Mutual Arbitration Agreement shall survive the closing of your Account and the termination of any relationship between us, including the termination of this Agreement. Except as specified in the Requirement of Individual Arbitration and Relief section, if any portion of this Mutual Arbitration Agreement is found unenforceable, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties. If a court determines that a public injunctive relief claim may proceed notwithstanding the Litigation Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been fully decided on their merits.

Right to Opt Out (New Accounts) – Please Read. You may opt out of this Mutual Arbitration Agreement within thirty (30) days of opening your Account. In order to opt out, you must personally notify Truist of your intention to opt out by submitting a written notice to Truist stating that you are opting out of this Mutual Arbitration Agreement. This written notice must be signed by you with your personal handwritten signature (an electronic signature or signature of an attorney, agent or representative of yours is not sufficient) and include your name, address, Account name, and Account number and sent, via certified mail or by overnight carrier mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. In order to be effective, your opt out notice must be received by Truist within thirty (30) days of opening your Account. This is the sole and only method by which you can opt out of this Mutual Arbitration Agreement and you may only opt out on behalf of yourself and not any third parties. Any attempt to reject this Mutual Arbitration Agreement on your behalf by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. If you opt out as provided in this subparagraph, you will not be subject to any adverse action as a consequence of that decision and you and we may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If you do not send Truist proper and timely notice of your opt out, you are agreeing to the terms of this Mutual Arbitration Agreement. Your decision to opt out of this Mutual Arbitration Agreement will not relieve you of any obligation to arbitrate disputes under other agreement(s) with Truist that contain an arbitration provision to which you may be bound as a customer. Similarly, your decision to opt out of another arbitration provision contained in any other account or agreement shall not relieve you of your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

Impact on Pending Litigation. This Mutual Arbitration Agreement shall not affect your existing rights with respect to any litigation between Truist and you that is pending in a state or federal court or arbitration as of the date of this Mutual Arbitration Agreement. However, if on such date you were bound by an existing arbitration agreement with Truist, then that agreement shall continue to apply.

Right to Consult with an Attorney. You have the right to consult with private counsel of your choice, at your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

(n) JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

(o) LITIGATION CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND TRUIST HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, AND THE DEPOSITOR AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.