



ONLINE SERVICES AGREEMENT

Updated March 1, 2017

We suggest you carefully read this document and print a copy for your records. Once you have completely reviewed the information contained herein, click "I Accept" to signify your agreement and to begin taking advantage of the many benefits of online services.

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I. INTRODUCTION

This Agreement ("Agreement") governs the use of the SunTrust Online Banking, SunTrust Mobile Banking, SunTrust Tablet Banking, and SunTrust PC Banking services ("the Service") including the terms and conditions of the Bill Pay Service and the Online Statement Delivery Service, and is made and entered into by and between SunTrust Bank ("Bank") and each person (i) who signs SunTrust's signature card for the Account, (ii) who is referenced on the SunTrust's records as an owner of the Account, (iii) whose signature appears on a card, loan or credit line application and/or credit card, or (iv) who is referenced on SunTrust's records as an owner of the Account ("Customer," also referred to as "you"). Each Customer is jointly and individually liable for all transactions initiated through the Service, including overdrafts, even if the Customer did not participate in the transaction that resulted in the transaction.

a. General Terms Applicable to All Users

The terms and conditions of any deposit Account, rules and regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference. Credit agreements may include credit card agreements you have with SunTrust. However, if there is any conflict or inconsistency between the terms and conditions stated in the other agreements and those of this Agreement, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency. The terms and conditions of this Agreement may be modified or amended by SunTrust upon written notice sent to you or by posting to the Web Site and sending you a Notice or similar written notice thereof. Your continued use of the Service after such notification of change shall be understood as your agreement to be bound by all such changes.

The Electronic Funds Transfer Act governs some of the transactions permitted under this Agreement and some terms and conditions included in the Agreement are required by this Act.

b. Agreement to Receive Electronic Communications and Consent to the Service

As used in this Agreement, "Account" means your checking, savings, money market, loan, line of credit, credit card, or any prepaid card account you have with SunTrust Bank. "Communication" means any customer agreements, amendments, disclosures, notices, SunTrust's responses to your claims, transaction history, privacy policies and all other information related to the Account, product or service, including but not limited to, information that we are required by law to provide to you in writing.



By selecting "I Accept" during the enrollment process, you are agreeing to the following:

1. SunTrust may provide all legal or regulatory Communications associated with the Account or with the Service, including Communications about a change in the terms of your Accounts or the Service and privacy notices. Your consent to receive electronic Communications does not automatically enroll you in SunTrust's Online Statement Delivery Service, discussed more fully below. You must complete a separate enrollment to stop receiving paper statements.
2. SunTrust may deliver the Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Service; or (b) by sending the information to an email address you have provided to SunTrust; or (c) to a wireless device you have designated; or (d) to the extent permissible by law, by access to a web site that SunTrust will generally designate in advance for such purpose; or (d) any other electronic means we have mutually agreed upon. Delivery of electronic Communications by any of these methods will be considered "in writing," and you intend that the electronic Communications have the same legal effect as written and signed paper communications. You agree to promptly notify SunTrust of any change in your contact information, such as your email address or mobile phone number. You can update your contact information through the Service.
3. You may withdraw your consent to receive electronic Communications by updating your preference through the Service or by contacting SunTrust at 1-800-SUNTRUST.
4. You may obtain paper copies of the electronic Communications by printing them within the Service or by calling SunTrust at 1-800-SUNTRUST.
5. The minimum hardware and software requirements to access and retain the electronic Communications are: A personal computer or other device with operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing electronic Communications; a browser, such as the most current version of Internet Explorer, Google Chrome, or Mozilla Firefox, with 128-bit encryption; sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and, software that enables you to view files in the Portable Document Format ("PDF").

By accepting the digital version of this Agreement, you acknowledge that you are able to electronically access and retain the Communications. If you do not agree, do not accept.

By accepting the digital version of this Agreement, you further agree that all agreements entered into by digital means will be deemed valid, authentic, and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any digital messages sent to you if such messages are sent to the latest email address you have provided to SunTrust or to your Secure Message inbox. Digital copies of your Online Delivery account statement will be considered valid "originals," and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of digital agreements and communications shall apply to all



agreements and communications made in conjunction with this agreement and the Service.

By accepting the terms and conditions of this Agreement, you represent and warrant that you are authorized to do so on behalf of all Owners for the Designated Accounts.

c. Account Requirements

To subscribe to the Service, you must maintain at least one Account with SunTrust which may include the following types of Accounts: checking account, savings account, money market account, credit card, mortgage, certificate of deposit, Individual Retirement Account, and loan or line of credit ("Accounts"). To subscribe to the PC Banking Service, you must maintain at least one Account with SunTrust which may include the following types of Accounts: checking account, savings account, money market account, credit card, and loan or line of credit ("Accounts"). The Service will allow you to access more than one Account, to view Account balance and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts (not savings Accounts), send electronic mail to SunTrust and receive electronic mail from SunTrust.

SunTrust reserves the right to refuse to open an Account or to deny Customer the ability to access the Service, to limit access or transactions or to revoke a Customer's access to Service without advance notice to Customer.

d. Service Access

The Service is accessed through an electronic or mobile device and Wifi, network or mobile connection to access banking information and services that allows you to view Account balance and transaction information, transfer funds among designated Accounts, make deposits, pay bills from designated Accounts, send secure electronic mail to SunTrust and receive electronic mail from SunTrust, affect stop payments, make address changes, add accounts to Internet/Service relationship, request copies of checks and statements, view statements, select statement delivery method, and reorder checks.

You may generally access certain Accounts through the mobile browser and receive certain information through text messaging under this Service, using an electronic device and a network connection. You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications



service provider charges. We are not responsible for any Internet or mobile access services.

You are responsible for maintaining the confidentiality and security of your mobile or electronic device, access passwords, account numbers, sign on information, and any other security or access information used by the service. You are also responsible for preventing unauthorized access to your mobile phone.

You understand that the Bank has implemented a security procedure for the purpose of verifying the authenticity of the payment, transfer, and deposit instructions transmitted to Bank by you ("instructions"), and not for the purpose of detecting errors in such instructions. Such security procedure includes (i) a unique file identification number and transmission password, and (ii) encryption. You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you and received and verified by Bank in accordance with such security procedure, and you shall indemnify and hold Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedure.

e. Geographical Constraints

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. You further agree that you will not use the mobile deposit service outside of the United States.

II. ONLINE SECURITY GUARANTEE

SunTrust is committed to providing online clients with a secure and dependable environment for accessing account information. In the unlikely event that unauthorized access to your deposit account is established through SunTrust Online Banking, you are covered for 100% of the funds removed, including loss of interest, insufficient funds and overdraft charges. Read Your Responsibilities below for more information about preventing unauthorized access to your accounts.

a. Keeping Your Account Information Safe

SunTrust employs advanced encryption technology to protect client information, including Secure Sockets Layering (SSL), preventing unauthorized users from accessing data during sign on or usage of SunTrust Online Banking. Learn more about information



security, as well tips for avoiding online fraud and identity theft, by visiting our [Online Security Guidelines](#).

b. Protecting Your Privacy

Keeping your financial information secure and confidential is one of SunTrust's most important responsibilities. Read our [Online Privacy Practices](#) to learn more about how your financial information is safeguarded.

c. Your Responsibilities

Your use of SunTrust's Online Banking confirms your agreement to and understanding of the terms and conditions contained herein. You are responsible for keeping your online password, account numbers, personal identification data, and other account information confidential. SunTrust requires you to:

Review your account statement regularly and report any unauthorized or suspicious activity promptly to SunTrust within 60 calendar days of the transaction first appearing on your statement.

You should not leave your computer unattended while using SunTrust Online Banking. Once your banking is completed, sign off and close your browser before leaving your computer.

Never share your Online Banking User ID / Password, or other personal account information (including your account number & ATM PIN). 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.

d. Contact Us

If you notice any unauthorized activity in your account or believe your personal account information has been compromised, please contact SunTrust immediately at 800.227.3782.

III. MOBILE BANKING GUARANTEE

We are dedicated to providing you with a safe, secure, and dependable SunTrust Mobile and Tablet Banking service. You can be confident that the transactions performed using SunTrust Mobile and Tablet Banking will be secure and performed correctly, provided you adhere to the terms and conditions governing the service.



In the unlikely event that someone establishes unauthorized access to your account through SunTrust Mobile and Tablet Banking, you are 100% covered for any funds removed from those accounts. This reimbursement assurance includes loss of interest, insufficient funds, and overdraft charges; we require that you contact us within sixty days of receiving your statement that contains the unauthorized activity.

You can rest assured that SunTrust Mobile and Tablet Banking is every bit as safe and secure.

IV. BILL PAY SERVICE

a. Terms and Conditions of the Bill Pay Service ("terms and conditions")

The Bill Pay Service will enable you to make payments (either one-time or recurring payments) online from your designated checking or money market deposit account to third parties as you direct; and use the eBill payment feature to receive bills from participating Billers, view Biller bill summary and bill detail information.

By choosing to use the Bill Pay Service in addition to the Service, you agree to be subject to the terms and conditions outlined in this document.

b. Service Definitions

"Bill Pay Service" means the bill payment service offered by SunTrust through Fiserv (together, "Provider").

"Biller" 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.

"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 Scheduled Delivery Date).

"Payment Account" is the checking or money market account from which bill payments will be debited.

"Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.



"Scheduled Delivery Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Delivery Date falls on a non-Business Day in which case the previous Business Day will be considered to be the Scheduled Delivery 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.

"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 Provider, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Provider 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 Scheduled Delivery Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Delivery Date less than the earliest possible Scheduled Delivery Date designated for each Biller. When scheduling payments you must select a Scheduled Delivery 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 Scheduled Delivery Date that is at least one (1) Business Day before the actual Due Date. Scheduled Delivery Dates must be prior to any late date or grace period.

For payments made by electronic transmission, the payment amount will be debited from, or charged to the account that you designate on the Scheduled Delivery 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 scheduled delivery date.

As indicated above, some payments may be made by a check. 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

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 ("Scheduled Delivery 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 Scheduled Delivery 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 Provider 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. Please refer to the [SunTrust 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 through the payment system. 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 authorize the Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Delivery Date designated by you. You also authorize the Provider 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 Provider will use its best efforts to make all your payments properly. However, the Provider shall incur no liability and any Bill Pay Service Guarantee shall be void if the Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of the Provider your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Provider about the malfunction before you execute the transaction;

You have not provided the Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

Circumstances beyond control of the Provider (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.

Provided none of the foregoing exceptions are applicable, if the Provider 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 Provider 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

The Provider reserves 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 payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to SunTrust for payment).

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 Provider's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Provider 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 processed, you must contact Customer Service. Although the Provider will make every effort to accommodate your request, the Provider will have no liability for failing to do so. The Provider may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable [fee schedule](#).

j. Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Bill Pay Service.

k. Exception Payments

Tax payments and court ordered payments may be scheduled through the Bill Pay Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Bill Pay Service. The Provider has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected exception payments will be the sole responsibility of you and not of the Provider.



I. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, you may be activated for introductory electronic bill presentment and delivery that will last for a period of 90 days. During this introductory period your paper billing statements will not be turned off. Participation in the Bill Pay Service constitutes your authorization to receive electronic bills for a trial period. Introductory electronic bill offer will only activate one electronic biller during the trial period and will not offer a trial electronic bill for at least 180 days after expiration of the introductory period

To activate one of the Bill Pay Service's electronic bill options for standard delivery, you also agree to the following:

Information provided to the Biller – The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting 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.

Activation – Upon activation of an electronic bill introductory period or electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The date of 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service 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.

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. The Bill Pay Service 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. The Provider will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Provider 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.

Accuracy and dispute of electronic bill – The Provider is not responsible for the accuracy of your electronic bill(s). The Provider is 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.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

m. Exclusions of Warranties

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 and Additional Charges

Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Provider to deduct the calculated amount from your designated Billing Account, along with any additional charges that may be incurred by you. Other financial fees associated with your standard deposit accounts and other SunTrust services will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.



o. Failed or Returned Transactions

In using the Bill Pay Service, you are requesting the Provider 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 will not be completed. In some instances, you will receive a return notice from the Provider. In such case, you agree that:

- a. You will reimburse the Provider immediately upon demand the transaction amount that has been returned to the Provider;
- b. For any amount not reimbursed to the Provider within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You will reimburse the Provider for any fees imposed by your financial institution as a result of the return;
- d. You will reimburse the Provider for any fees it incurs in attempting to collect the amount of the return from you; and,
- e. The Provider is authorized to report the facts concerning the return to any credit-reporting agency.

p. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Provider from time to time. In such event, the Provider shall provide notice to you. Any use of the Bill Pay Service after the Provider provides you a notice of change will constitute your agreement to such change(s). Further, the Provider may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Provider reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Provider's more recent revisions and updates.

q. Biller Limitation

The Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. The Provider 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 this Agreement.

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 Provider 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 Provider will use its best efforts 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 Provider.

s. Information Authorization

Your enrollment in the Bill Pay Service may not be fulfilled if the Provider cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Provider reserves the right to obtain financial information regarding your account from a Biller (for example, to resolve payment-posting problems or for verification).

t. Credit Information

You agree to allow Provider, 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 Provider deems necessary.

V. INTERNAL FUNDS TRANSFER

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



a. Daily Processing Deadlines

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

- i. Funds Transfers between your SunTrust Bank Account(s) initiated on your electronic device using Online Banking, Mobile Banking, or Tablet Banking, and received by SunTrust or its agent(s) by 10:00 p.m. Eastern Time Monday - Friday will be effective on the same business day. Funds Transfers processed on your electronic device using Online Banking, Mobile Banking, or Tablet Banking, and received after 10:00 p.m. Eastern Time Monday - Friday or all day Saturday, Sunday, and Banking holidays will be effective the following business day. Internal Transfer Limits are limited to the available balance in the account and to a minimum of \$.01 and a maximum of \$100,000 per transaction.
- ii. Funds Transfers between your SunTrust Bank Account(s) and your SunTrust Investment Services, Inc. Account(s) initiated on your electronic device using Online Banking, Mobile Banking, or Tablet Banking, and received by SunTrust or its agent(s) by 10:00 p.m. Eastern Time Monday - Friday will take up to 3 business days to be effective. Funds Transfers processed on your electronic device using Online Banking, Mobile Banking, or Tablet Banking, and received after 10:00 p.m. Eastern Time Monday - Friday or all day Saturday, Sunday, and Banking holidays will take up to 4 business days to be completed. Transfer Limits are limited to the available balance in the account and to a minimum of \$.01 and a maximum of \$100,000 per transaction. For Transfers to a SunTrust Investment Services, Inc. Account, there is a daily limit of \$1,000,000. For Transfers from a SunTrust Investment Services, Inc. Account, there is a daily limit of \$250,000.
- iii. Funds Transfers between Account(s) initiated on your computer using PC Banking, and received by SunTrust or its agent(s) by 4:00 p.m. Eastern Time Monday - Friday will be effective on the same business day. Funds Transfers processed on your computer using PC Banking, and received after 4:00 p.m. Eastern Time Monday - Friday or all day Saturday, Sunday, and Bank holidays will be effective the following business day. Internal Transfer Limits are limited to the available balance in the account and to a minimum of \$.01 and a maximum of \$100,000 per transaction.
- iv. Payments to and advances from SunTrust Credit Card, Loan, or Line of Credit Account(s) initiated on your electronic device using Online Banking, Mobile



Banking, or Tablet Banking and received by SunTrust or its agent(s) by 11:59 p.m. Eastern Time 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 PC Banking is the current information as of the previous business day. Payments to SunTrust credit cards, loans, and lines of credit are limited to a minimum of \$.01 and a maximum of \$99,999.99 per transaction.

- v. Payments to SunTrust Mortgage Account(s) initiated on your electronic device using Online Banking, Mobile Banking, or Tablet Banking and received by SunTrust or its agent(s) by 7:00 p.m. Eastern Time will be effective on the same business day. Payments may not appear on your account for two business days. Payments to SunTrust Mortgage Account(s) are limited to a minimum of \$.01 and a maximum of \$99,999.99 per transaction.

b. Internal Transfer Limits

Internal Transfers are limited to the available balance in the account and to a minimum of \$.01 and a maximum of \$100,000 per transaction. Payments to SunTrust credit cards, loans and lines of credit are limited to a minimum of \$.01 and a maximum of \$99,999.99 per transaction. If your payment or transfer exceeds the balance in the SunTrust Payment Account on the date you instructed it to be executed, or the maximum amount stated above, it will not be processed.

c. Payment, Advance or Funds Transfer Authorization and Remittance

By providing payment, advance and funds transfer instructions, you authorize SunTrust 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 SunTrust to debit your Payment Account or corresponding account at another financial institution and remit funds on your behalf. The Provider shall incur no liability and any Service Guarantee shall be void if the Provider is 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:



If, through no fault of the Provider, 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;

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

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

Circumstances beyond control of the Provider (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.

Provided none of the foregoing exceptions are applicable, if the Provider 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, the Provider shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing the proper funds to the correct Payment Account.

d. Failed or Returned Transactions

You are requesting the Provider 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 will not be completed.

e. 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 application. There is no charge for canceling a scheduled funds transfer or payment. Once SunTrust has begun processing a funds transfer or payment, it cannot be cancelled or edited.

f. Withdrawal Transaction Limitations

The restrictions on the number of withdrawals from your savings and money market Accounts apply to payments and funds transfers between Accounts and bills paid from these Accounts initiated through Service.



g. Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your Account has been lost or stolen, your liability is no more than \$50.00 should someone access your Account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

VI. EXTERNAL TRANSFERS

The External Transfers service and Person-to-Person Transfers using Popmoney® personal payment service are features of SunTrust’s Online Banking. These services are offered by SunTrust Bank and CashEdge Inc. (together, “Provider”) to allow you to transfer funds between your personal SunTrust deposit accounts and certain deposit or investment accounts that are owned by you or someone else at another U.S. financial institution.

With the External Transfers service you can:

- Transfer Funds Inbound from an account owned by you at another U.S. financial institution
- Transfer Funds Outbound to an account owned by you at another U.S. financial institution

With the Popmoney service you can:

- Send Money to, Request or Receive Money from someone else’s account at SunTrust or another U.S. financial institution.

SunTrust account types that are eligible for the External Transfers service and the Popmoney service include personal checking, savings, and money market. Business accounts are not eligible. Other financial institutions may have restrictions regarding transfers into and out of various account types. SunTrust 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.



a. Types of Transfer Requests

There are three types of transfers types available for the External Transfers and the Popmoney services: (1) a one time transfer for which processing shall be initiated immediately, (2) a one time transfer for which processing shall be initiated at a later specified date up to one (1) year, and (3) 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 or Popmoney service applications.

Transfer requests for the Popmoney service are processed in two ways: (1) you may provide all the information about the recipient and his/her bank account that is necessary to complete an ACH Network transfer (the "Complete Transfer"). Alternatively, (2) you may provide contact information about the recipient (including an email address) and the Popmoney service contacts the recipient and requests the recipient (i) to confirm his/her identity at the Popmoney Website and then (ii) to provide bank account information in order to complete my transfer request (a "Two-Step Transfer").

b. Receiving Popmoney Transfers

When you are the intended recipient of a Popmoney transfer into an account you have at SunTrust Bank, you authorize the deposit of funds into the SunTrust account you designate, either for the receipt of a single transfer or, if you choose the Automatic Deposit feature, for all transfers directed to you through the Popmoney service. There may be a delay between the time you are notified of the pending transfer and the deposit of the funds into your account. You authorize the sender, the financial institution which holds the sender's account and the Popmoney Website to send emails and SMS text messages to you in connection with the sender's request to transfer funds to you. You understand and agree that in the case of a Two-Step Transfer if you do not provide the requested information within a certain period of time, the requested transfer will be cancelled and the funds returned to the sender. In the event that funds are transferred into your SunTrust account as a result of a Popmoney transfer and it is determined that such transfer was improper because it was not authorized by the sender or there were not sufficient funds in the sender's account or for any other reason, then you hereby authorize SunTrust Bank to withdraw from your SunTrust account an amount equal to the amount of funds improperly transferred to you



c. Daily Processing Deadlines

There are two types of processing available for the External Transfers and the Popmoney services: Standard and Next Day. Standard External Transfers and Standard Popmoney transactions initiated on your computer using Online Banking, and received by SunTrust or its agent(s) by 1:00 AM *Eastern Time will be effective within three (3) business days. Next Day External Transfers and Next Day Popmoney transactions initiated on your computer using Online Banking, and received by SunTrust or its agent(s) by 4:00 p.m. Eastern Time will be effective on the next business day. Weekends and Bank holidays are excluded as business days.

SunTrust is not responsible for any failure of another financial institution to respond in a timely manner.

*For example, if Monday and Tuesday are both business days, you can request a Standard transfer "Monday" up until 1 AM ET on Tuesday morning.

d. External Transfers Fees

You may incur a fee when using the External Transfers service or the Popmoney service. Please refer to the [SunTrust Fee Schedule](#) for specific fee information.

e. External Transfers and Popmoney Dollar Limits

The following dollar limitations apply to External Transfers and Popmoney transactions. SunTrust reserves full discretion to raise or lower limits, generally or as to particular accounts, at any time and without prior notice.

External Transfers Dollar Limits

Standard External Transfer	Inbound Limit	Outbound Limit
Transaction	\$10,000	\$2,000
Business Day	\$10,000	\$2,000
Outstanding Transfers	\$20,000	\$4,000
Rolling 30-day period	\$20,000	\$10,000

Next Day External Transfer	Inbound Limit	Outbound Limit
Transaction	\$10,000	\$2,000
Business Day	\$10,000	\$2,000



Outstanding Transfers	\$20,000	\$4,000
Rolling 30-day period	\$20,000	\$10,000

Popmoney Dollar Limits

Standard Send Money Transfer	Limit
Transaction	\$2,000
Business Day	\$2,000
Outstanding Transfers	\$4,000
Rolling 30-day period	\$5,000

Next Day Send Money Transfer	Limit
Transaction	\$1,000
Business Day	\$1,000
Outstanding Transfers	\$1,000
Rolling 30-day period	\$2,000

Request Money Transfer	Limit
Transaction	\$2,000
Business Day	\$2,000
Outstanding Transfers	\$4,000
Rolling 30-day period	\$5,000

Your outstanding transfer limit is the maximum dollar amount that can be "In Process" at any given time. When you reach your "Outstanding Limit" you will not be able to schedule additional transfers until the "In Process" transfer(s) show a "Complete" status.

You may not make External Transfers or Popmoney transactions in excess of limits described within the External Transfer service or Popmoney service. SunTrust reserves the right to change from time to time the dollar amount of transfers you are permitted to make using our External Transfers service or Popmoney service. In the event that your use of the External Transfers service or Popmoney (service has been suspended



and reinstated, you may be subject to lower dollar amount limitations than would otherwise be permitted.

f. External Transfers Authorization and Remittance

You authorize SunTrust 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 and Popmoney transactions 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.

The Provider shall incur no liability and any Service Guarantee shall be void if the Provider is unable to complete any external transfer or Popmoney transaction request initiated by you because of the existence of any one or more of the following circumstances:

If through no fault of the Provider, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The external transfer or Popmoney service is not working properly and you know or have been advised by the Provider about the malfunction before you execute the transaction;

Circumstances beyond control of the Provider (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.

Provided none of the foregoing exceptions are applicable, if the Provider 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, the Provider shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing the proper funds to the correct Payment Account.

g. External Transfers Cancellation Requests

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 SunTrust has begun processing a funds transfer it cannot be cancelled or edited.

h. Popmoney Cancellation or Stop Payment Requests

You may edit or cancel a Popmoney payment any time before the payment is processed and before your account is debited. If your account has been debited and the recipient's account has not been credited, you can do a Stop Payment. To edit, cancel or place a Stop Payment on a scheduled Popmoney transaction (including future-dated or recurring payments), follow the directions within the application. The edit, cancel, or Stop Payment options will only appear when that function is available. There is no charge for editing or canceling a scheduled Popmoney transaction; there is a fee for placing a Stop Payment. Please refer to the [SunTrust Fee Schedule](#) for specific fee information.

i. Withdrawal Transaction Limitations

The restrictions on the number of withdrawals from your savings and money market Accounts apply to payments and funds transfers between Accounts and bills paid from these Accounts initiated through Service.

j. Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your Account has been lost or stolen, your liability is no more than \$50.00 should someone access your Account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

k. Text Messages, Calls and/or Emails to You

By providing us with a telephone number (including a mobile telephone) and/or email address in connection with the Popmoney service, you consent to receiving calls and/or text messages from us at that number and/or emails from us for our everyday business purposes (including identity verification) and for other non-marketing purposes.



I. Mobile Devices

Senders and Receivers may from time to time receive SMS/text messages or otherwise use their mobile or wireless devices in connection with Popmoney transactions. Any usage of your mobile phone or wireless device in connection with the Popmoney service is subject to the terms and conditions of the service agreement between you and your telecommunications provider. This Agreement does not amend, replace, or supersede the service agreement between you and your telecommunications provider. Your telecommunications provider may assess data and messaging charges, and you are solely responsible for any such charges. We are not responsible for providing your telecommunications services, and you agree to resolve any problems with such services directly with your telecommunications provider without involving us.

VII. MOBILE DEPOSIT SERVICE

a. Services

The SunTrust Mobile Deposit service allows you to deposit certain items into eligible bank accounts using your mobile device.

b. Acceptance of Terms

Your use of the mobile deposit service constitutes your acceptance of the mobile deposit terms. As indicated in this overall service agreement, the terms may change from time to time.

c. Fees

There is currently no fee to use the mobile deposit service.

d. Hardware and Software

To use the mobile deposit service you must have a supported mobile device with a supported camera, a data plan, and download the SunTrust Mobile or Tablet App. We do not guarantee that your particular mobile or tablet device, camera, operating system, or carrier will be compatible with the service.

e. Limitations

We assume no responsibility should you experience technical, network, or other difficulties while using the mobile deposit service or any damages as a result of these difficulties.



f. Eligible Items

You agree to transmit only deposit items (checks) as defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible specifically by the mobile deposit service.

You agree that you will not use the mobile deposit service to transmit and deposit the following items:

- Checks or items payable to any person or entity other than you, or to you and another third party.
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know to be suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of the deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Checks or items prohibited by our current procedures relating to the mobile deposit service or are not acceptable under the broader deposit account terms.

In addition to the checks or items listed above, the following specific items are not eligible for the mobile deposit service:

- Canadian checks
- Foreign checks
- U.S. savings bonds
- Treasury Tax & Loan (TTL) payments
- Travelers checks
- Money orders

Nothing in this mobile deposit agreement should be construed to require SunTrust to accept any check or item for deposit, even if SunTrust has previously accepted that type of item or check.

g. Image Quality

The image of a check or item transmitted to SunTrust using the mobile deposit service must be legible. The image quality must comply with standards established by the American National Standards Institute (ANSI), or any higher standards set by SunTrust.



You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

h. Endorsements and Procedures

Before transmitting, you agree to endorse any check or item transmitted through the mobile deposit service as instructed by SunTrust. You agree to follow any and all other procedures and instructions for use of the mobile deposit service as SunTrust may establish from time to time.

You agree that returned deposit items may result in the mobile deposit service being unavailable.

i. Receipt and Crediting of Items

We reserve the right to reject any check or item transmitted through the mobile deposit service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive a confirmation from SunTrust that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

As provided in the relevant deposit agreement governing your Deposit Account and subject to SunTrust's Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff Time") on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. SunTrust may establish later Cutoff Times for checks and items deposited via the Service, crediting your Mobile Deposit Account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your Deposit Account. In the event that SunTrust establishes later Cutoff Times for checks and items deposited via the Service, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether SunTrust establishes later Cutoff Times for checks and items deposited via the Service, you understand and agree that checks and items must be received and accepted by SunTrust before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. See the FAQs for details on Cutoff Time for this Service.



j. Availability of Funds

We will make funds available for checks and items received, accepted, and successfully processed through the mobile deposit service according to our standard funds availability policy for your Deposit Account. For more information, see the FAQs.

k. Geographical Constraints

You agree that you will not use the mobile deposit service outside of the United States.

l. Disposal of Items

After transmitting the mobile deposit, you agree to write 'submitted for mobile deposit' and today's date on the front of the check. Ten (10) days after successfully transmitting a mobile deposit, you agree to destroy or otherwise void the check. ***You agree never to re-present to us or any other party a check or item that has been deposited through the mobile deposit service unless we notify you that the check or item will not be accepted for deposit through the mobile deposit service.***

m. Deposit Limits

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.

n. User Warranties and indemnification

You warrant to SunTrust that:

- You will only transmit eligible checks and items that you are entitled to enforce all checks and items will include all signatures required for their negotiation.
- Images will meet SunTrust's image quality standards in effect from time to time.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- You will not deposit or represent the original check or item with SunTrust or any other party.
- All information you provide to SunTrust is accurate and true, including all that all images transmitted to SunTrust accurately reflect to front and back of the check or item at the time it was scanned.
- You will comply with this agreement and all applicable rules, laws and regulations.
- You will use the mobile deposit services only for your own deposits and will not allow the use of the mobile deposit service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the mobile deposit service by or for the benefit of any third party.



- You agree to indemnify and hold harmless SunTrust from any loss for breach of this warranty provision or the terms of this agreement.

o. Ownership and License

You agree that SunTrust retains all ownership and proprietary rights in the mobile deposit service, associated content, and technology. You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the mobile deposit service, including the Mobile or Tablet App. You may use the mobile deposit service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the mobile deposit service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile or Tablet App or any other part of the mobile deposit service, in any manner contrary to the terms of this agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

VIII. ONLINE STATEMENT DELIVERY SERVICE

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

a. Service Requirements

The Delivery Service provides you with access to an electronic version of up to eighteen (18) account statements per account. This Delivery Service is provided to you free of charge and permits the flexibility of saving and printing account statements at any time. You will be notified through email when your statement is ready for viewing. You must validate your email address upon enrollment. One attempt will be made to notify you that a statement is available to view. If we are not able to contact you at the email address provided, you will automatically be un-enrolled from the Delivery Service and again receive account statements through the U.S. Mail. You may re-enroll for the Delivery Service at any time.

b. Eligible Accounts

Online statements offered for consumer checking, savings, money market, Signature Advantage Checking, Signature Advantage Brokerage, consumer loan and lines of credit statements, and consumer credit card accounts that have recurring periodic statements and that are included in a customer's portfolio of accounts accessed through SunTrust's



Online Banking Service are eligible for the Delivery Service. SunTrust 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.

c. Online Statement Delivery

As a SunTrust Online Banking client you accept the terms of the Online Statement Delivery Service. For accounts with multiple owners, only one account owner or representative is needed to establish the Delivery Service.

SunTrust 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. Please note that except for Smart Solution Plus and Signature Advantage, your online statement will not have check images.

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.

d. Termination Rights

You may stop receiving electronic statements at any time by calling us at 1-800-382-3232, stopping by your branch, or signing on to Online Banking and changing your delivery selection. You will not be charged a fee if you chose to terminate this Delivery Service and return to receiving paper statements for your accounts. SunTrust 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 Service. Termination of the Delivery Service does not terminate Online Banking unless otherwise so stated.

e. 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 SunTrust at any time. We will send you a photocopy of a statement previously delivered through the Service at your request. The standard fee then in effect and charged for paper delivery of account statements will apply. Please refer to your consumer product disclosure for applicable fees. Paper copies of statements can be requested by contacting us at 1-800-SUNTRUST. A request for a paper copy does not terminate the Delivery Service.

f. Minimizing Risks

Certain risks are associated with the transmission of Notices 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 Notice sent to you by email is an unencrypted, automatic alert. Although this Notice 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 Notice 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.

IX. TEXT BANKING & ALERTS SERVICE

a. Text Banking

For your convenience, SunTrust offers Text Banking, a service that allows you on demand access to your checking, savings and credit card account balances, transaction history, as well as ATM and branch locations. Once you enroll in Text Banking, you may send SunTrust a request text with one of the designated commands and you will receive a response back with the requested information. For example, if you text "BAL" to the Text Banking phone number for SunTrust, you will promptly receive a response from us in a one-time text message containing the available balance of all your checking, savings, and consumer credit card accounts.



You are under no obligation to use Text Banking. Text Banking messages are not encrypted and will never contain your full account number. The information contained in Text Banking messages is as of a specific time and date, but because Text Banking is subject to delay or interruption, it should not be considered real time information. You understand that messages through Text Banking may be delayed for a variety of reasons and will not reflect account activity that occurred after the message was sent. SunTrust may terminate your Text Banking service at any time without notice. You may terminate your participation in Text Banking by visiting OLB and clicking "Text Banking" link under "My Settings" or by texting "STOP TXTBANK" to SUN411 (786411). If you terminate your Text Banking service, you will no longer receive response texts from us through Text Banking. You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We 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 Text Banking.

Text Banking 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 text through the Text 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 agreement. Text Banking is being provided to you and this agreement is made pursuant to the agreement applicable to the designated accounts. All terms and conditions of your account agreement, including any applicable arbitration provisions apply to your use of the Text Banking service unless specifically modified by this agreement.

i. Our Texts to You through Text Banking

By providing us with a telephone number (including a mobile telephone) upon enrolling in Text Banking using the Text Banking tab in SunTrust Online Banking, you consent to receiving text messages from us at that number concerning to your accounts and for our certain related purposes consistent with any Text Banking request text sent by you. These purposes include providing you with an account balance, transaction history, and ATM or branch locations. For any text messages you authorize SunTrust to send you, you consent to SunTrust Bank and affiliates or our agents or assignees texting you by any method at the phone number you provide, including our use of automated dialing equipment,. 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 Text Banking service, we may text you in



response to fraud or other suspicious activity on your accounts as permitted by applicable law.

Enrollment to receive texts through Text Banking requires confirmation of your banking relationship with SunTrust as well as providing a mobile phone number. We first need to validate your mobile phone number, which is done by you receiving a text message with a verification code which you will enter online to validate your mobile phone number.

Because the text messages we send to you through Text Banking are one time, on demand messages, the timing and frequency of the messages you receive will depend on when and how frequently you send a text to us with a designated command to request information. Our response messages will be sent promptly after receiving your request text through Text Banking.

SunTrust does not charge you a fee for using our Text Banking service, but you understand that **your wireless service provider's standard message and data rates may apply to texts sent through Text Banking**, and charges may appear on your wireless bill or be deducted from your pre-paid balance. For help, text "HELP" to SUN411 (786411). In case of questions, please contact SunTrust Customer Care at 800.382.3232. Note that text alerts and related functionalities may not be available on all phones or equipment, or through all wireless carriers.

ii. No Warranties – Text Banking

The information and materials contained in the messages sent by Text Banking are provided "as is" without warranty of any kind, either express or implied, including without limitation, any warranty of accuracy, adequacy or completeness of the information and materials, title, non-infringement of third party rights, merchantability, fitness for a particular purpose and freedom from computer virus.

iii. Limitation of Liability – Text Banking

In no event will SunTrust Bank or any of its subsidiaries or affiliates be liable for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental or consequential damages arising in connection with Text Banking, use thereof or reliance on any information contained herein, even if SunTrust Bank or any of its subsidiaries or affiliates are notified of the possibility of such damages.

b. Alerts Service

Alerts Service enables you to receive email notifications, text notifications, or both, concerning account balance and other thresholds for eligible accounts. You may



select the type of Alerts and other preferences which will determine, together with your account data and the frequency of Alerts delivered to you.

You are under no obligation to use Alerts Service. Alerts Service messages are not encrypted and will never contain your full account number. The information contained in Alerts Service messages is as of a specific time and date, but because Alerts Service is subject to delay or interruption, it should not be considered real time information. You understand that messages through Alerts Service may be delayed for a variety of reasons and will not reflect account activity that occurred after the message was sent. SunTrust may terminate your participation in Alerts Service at any time without notice. You may terminate your participation in Alerts Service by unsubscribing them from the Alerts screen in OLB or by texting "STOP" to SUN411 (786411). If you terminate your participation in Alerts Service, you will no longer receive alert texts from us through Alerts Service. You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We 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 Alerts Service.

Alerts Service 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 text through the Alerts Service 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 agreement. Alerts Service is being provided to you and this agreement is made pursuant to the agreement applicable to the designated accounts. All terms and conditions of your account agreement, including any applicable arbitration provisions apply to your use of the Alerts Service service unless specifically modified by this agreement.

i. Our Texts to You through Alerts Service

By providing us with a telephone number (including a mobile telephone) upon enrolling in our Alerts Service using the Alerts Service tab in SunTrust Online Banking, you consent to receiving text messages from us at that number relating to your accounts and for our certain purposes consistent with your preferences in the Alerts Service. You may use the preferences options in the Alerts Service to choose the types of messages you would like to receive. For any text messages you authorize SunTrust to send you, you consent to SunTrust Bank and affiliates or our agents or assignees texting you by any method at the phone number you provide, including our use of automated dialing equipment. 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 Alerts Service, we may text you in response to fraud or other suspicious activity on your accounts as permitted by applicable law.

The Alerts Service is a subscription service, through which you may receive multiple text messages, depending on your selected preferences, the frequency and availability of which will depend on the account(s) and activity as well as the preferences you have (or have not) set for the Alerts Service. You are responsible for keeping your phone number up to date in Alerts Services.

Note: Please be aware that your daily balance alert may arrive as early as 4:30 AM.

Enrollment to receive texts through Alerts Services requires verifying your identity, confirming your banking relationship with SunTrust, as well as providing a mobile phone number. We first need to validate your mobile phone number, which is done by you receiving a text message with a verification code which you will enter online to validate your mobile phone number.

You do not have to consent to receive autodialed or prerecorded message calls or texts in order to use and enjoy SunTrust's products and services. **To stop receiving text messages, you can opt out via text message By sending a text that says "STOP" to SUN411 (786411).** You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future text messages through the Alerts Service. You may also contact customer support to inform us of your choice to revoke consent for these types of text messages. Please note you could still receive messages related to suspected fraudulent or suspicious activity on your account. SunTrust does not charge you a fee for using our Alerts Service, but you understand that **your wireless service provider's standard message and data rates may apply to texts sent through the Alerts Service**, and charges may appear on your wireless bill or be deducted from your pre-paid balance. For help, text "HELP" to SUN411 (786411). In case of questions, please contact SunTrust Customer Care at 800.382.3232. Note that text alerts and related functionalities may not be available on all phones or equipment, or through all wireless carriers.

ii. Our Emails to You through Alerts Service

By providing us with your email address upon enrolling in our Alerts Service, you consent to receiving emails from SunTrust relating to your accounts and for certain related purposes consistent with your preferences in the Alerts Service.

By enrolling, you may receive multiple email messages, the frequency and availability of which will depend on the account(s) and activity as well as the



preferences you have (or have not) set for the Alerts Service. You may adjust your preferences at any time in the Alerts tab in SunTrust's website.

You may cancel your receipt of alerts by email by logging into your online account, selecting Alerts, and changing your preferences, or by following the instructions in any e-mail you receive. You are responsible for keeping your email address up to date in Alerts Services.

iii. No Warranties – Alerts Service

The information and materials contained in the alerts sent by Alerts Service are provided "as is" without warranty of any kind, either express or implied, including without limitation, any warranty of accuracy, adequacy or completeness of the information and materials, title, non-infringement of third party rights, merchantability, fitness for a particular purpose and freedom from computer virus.

iv. Limitation of Liability – Alerts Service

In no event will SunTrust Bank or any of its subsidiaries or affiliates be liable for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental or consequential damages arising in connection with Alerts Service, use thereof or reliance on any information contained herein, even if SunTrust Bank or any of its subsidiaries or affiliates are notified of the possibility of such damages.

X. DOWNLOAD SERVICES

Download Services enables you to download specific information from Online Banking or PC Banking 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.

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 SunTrust are the sole official record of account transactions, positions, and balances.

The account information will not reflect Banking or financial activities and transactions that have not yet been completed and will only reflect the account information at the time that you download the information.

It is your responsibility to update your downloaded account information to your software application.

SunTrust 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 SunTrust's secure computers by downloading it, SunTrust 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

SunTrust is not responsible for the security and confidentiality of the account information if you: (i) use 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 its storage in an electronic device or other electronic device.

b. Additional Limitations of Liability

You agree that SunTrust 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;

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).



XI.PRIVACY AND SECURITY

a. Privacy and User Information

Your Account information is confidential. You acknowledge that in connection with your use of the Service, including text messages from the Alerts Service, the Bank 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 Alerts Service (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 Alerts Service, 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. 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 Alerts Service, 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 Alerts Service, information and transfers will be recorded and/or data captured, and you consent to such recording.

b. Password and Security Procedures

Upon becoming a Service Customer, you will receive a temporary password or self-select a password, which will allow you access to your Account information. Use of the password will indicate to SunTrust your acceptance of the terms and conditions governing your Account(s) and this Agreement and if applicable, the Bill Pay Service terms and conditions. Any Service transactions, including, but not limited to accessing Account information, making transfers, giving transfer-related instructions, utilizing the electronic bill payment service, or accessing electronic account statements initiated by person(s) on behalf of a commercial Customer by entering the correct password is deemed as acting with full authority of the Board of Directors, members or general partners, as applicable, of the commercial Customer. Each time you access Account information you will be required to enter your password. If your password is lost or stolen, or is known by another individual, you must notify SunTrust immediately. Failure



to notify SunTrust promptly could result in loss of funds. You are responsible for maintaining the confidentiality of your password and any breach of confidentiality shall promptly be reported to SunTrust. You may contact SunTrust at 1-800-382-3232 to report such security breach. SunTrust reserves the right to prevent your access to Service should we have reason to believe the confidentiality of your password has been compromised.

You understand that the SunTrust has implemented a security procedure for the purpose of verifying the authenticity of the payment instructions transmitted to SunTrust by you ("instructions"), and not for the purpose of detecting errors in such instructions. Such security procedure includes (i) a unique file identification number and transmission password, and (ii) encryption. You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you and received and verified by SunTrust in accordance with such security procedure, and you shall indemnify and hold SunTrust harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedure.

In an effort to provide the highest degree of confidentiality and security, SunTrust recommends the use of browsers that provide encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized people to read information. Current versions of commercial off-the-shelf browsers all support 128-bit encryption; however, some older browsers (such as Microsoft Internet Explorer 4) may not be 128-bit encryption versions. Updates are available for download from their respective websites. SunTrust recommends that Customers protect their valuable financial information by using the most secure encryption possible. SunTrust is not liable for losses resulting from the use of 40-bit encryption. If you elect to use the 40-bit browser, this implies your acceptance of this risk.

c. Electronic Device Software

You are solely responsible for the maintenance, installations and operation of your electronic device and for the software used in accessing the Service. SunTrust shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your electronic device or software, nor will SunTrust be responsible for any technology virus that affects your electronic device or the software while using the Service.

By accessing the Service through the World Wide Web, you agree that SunTrust shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees).



Additionally, you must have an Internet Service Provider, an email address, and a browser to utilize Service through the Internet.

d. Address of Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Provider is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

e. Email Address

You agree to provide us with a current email address to receive email notifications and disclosures from SunTrust. You must immediately notify the SunTrust of any changes or updates to your email address or if it becomes inoperative or inactive. You agree to immediately identify another email address to be used for the Service. You also agree that SunTrust is under no obligation to re-transmit any notifications to you that were returned "undeliverable" or otherwise rejected for delivery. Email will be the only notice you will receive advising you that electronic records have been posted to your account.

f. Account Information

Your Account information is confidential. SunTrust may, however, disclose information to a third party about your Account of the transfers only if you have given us permission to do so, or when it is necessary to complete transactions; verify the existence or status of your Account to a third party such as a credit bureau or merchant; to comply with a court order or the request of a government agency where it is necessary for activating additional services; or to a consumer reporting agency for research purposes only. By using the Service you agree the information and transfers will be recorded and/or data captured. By using the Service you consent to such recording.



XII. OTHER GENERAL INFORMATION

a. Electronic Mail

Electronic Mail (Secure Messages) to SunTrust may be delayed; therefore, if you need SunTrust to receive information concerning your Account immediately, you must contact SunTrust in person or by telephone (i.e. stop payments, to report a lost or stolen card or to report unauthorized use of your Account). SunTrust shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail.

You may access Account information through the Service 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond SunTrust's control.

b. Inactivity

If you do not sign on or have outstanding scheduled bill payments or transfers through Mobile or Online Banking for 180days or more, we may cancel your Service without further notice.

c. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify SunTrust via one of the following:

1. Telephone us at 1-800-382-3232 during regular Customer Service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:
SunTrust Online Service Center
TN-Cookeville-0871
P. O. Box 291286
Nashville, TN 37229-9720

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, you must notify SunTrust no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:



Provide your name and SunTrust account number;
Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
Note the dollar amount of the suspected error.

If you choose to initiate verbal contact, SunTrust may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. SunTrust will reveal the investigation results within ten (10) Business Days after your written contact, and will correct any error promptly. However, if SunTrust requires more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. In this event, your Payment Account will be provisionally credited within ten (10) Business Days for the contested amount. If SunTrust requests a written submission of your complaint or question and does not receive it within ten (10) Business Days, your Payment Account may not be provisionally credited. If it is determined there was no error SunTrust will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The SunTrust may revoke any provisional credit provided to you if it is discovered that an error did not occur.

d. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may have the ability to do so through the Service, or you may contact Customer Service by one of three means:

1. Telephone SunTrust at 1-800-382-3232 during regular Customer Service hours;

2. Contact SunTrust by using the application's secure messaging; and/or

3. Write us at:

SunTrust Online Service Center

TN-Cookeville-0871

P. O. Box 291286

Nashville, TN 37229– 9720

Any payment(s) the Provider has already processed before the requested cancellation date will be completed by the Provider. Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled. The Provider may terminate or suspend Service to you at any time and for any reason, including but limited to non-use of the Bill Pay Service. Neither termination nor suspension shall affect your liability or obligations under this Agreement.



XIII. DISPUTE RESOLUTION AND LIMITATIONS OF LIABILITIES

In the event of a dispute regarding the Service, you and the Provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Provider which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Provider relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Provider or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

a. Severability

If any provision of the Agreement is found to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of this Agreement.

b. Mediation

Should any dispute arise between you and the Provider relating to the Account and if following the good faith negotiation of the dispute, it cannot be resolved, it shall first be submitted to mediation. Mediation shall be conducted at the nearest office of the mediation organization mutually agreed upon by you and Provider.

c. Jury Trial Waiver

YOU AND SUNTRUST EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF THIS AGREEMENT OR RELATING TO THE ACCOUNT AS PERMITTED UNDER APPLICABLE LAW.

XIV. GENERAL PROVISIONS

a. Waiver / No Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future.

The Provider shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Provider. No delay or omission on the part of the Provider in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one



occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

b. Assignment

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

c. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

d. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions and will be subject to the provisions of all applicable operating circulars of the Federal Reserve SunTrust and any other applicable provisions of Federal law. The invalidity or unenforceability of any 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. This Agreement embodies the entire understanding and agreement between you and SunTrust with respect to the Service, and supersedes any prior understandings and agreements relating thereto.

e. Acceptable Use of the Service

You agree to ensure that the Service, including text messages from the Alerts Service, will not be used in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Service, including the Alerts Service, to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers; (iii)



material or data, that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of any service provider involved in the provision of the Service, including the Alerts Service; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose any service provider involved in providing the Service, including the Alerts Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any party. You agree that you shall not attempt to (i) access the Service, including the Alerts Service, unless authorized; (ii) use or attempt to use a third party's account; (iii) interfere in any manner with the provision of or otherwise abuse the Service, including the Alerts Service, the security thereof, or other customers using the Service, including the Alerts Service.


f. This agreement Amends and Is in Addition to All Other Agreements

These Terms of Use constitute an agreement by you to use the Service as described herein and may be modified or amended by us upon written notice sent to you or by posting to the Web Site and sending you a Notice or similar written notice. Your continued use of the Service after such notification of change shall be understood as your agreement to be bound by all such changes. This Agreement is in addition to and part of the terms and conditions of the other agreement(s) governing your use of the SunTrust Web Site, Online Services, and your accounts and relationship with SunTrust, and constitutes an amendment of those agreements specifically where sections relate to delivery of Electronic Records for Designated Accounts.

THE FOREGOING SHALL CONSTITUTE THE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE PROVIDER.



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