



# ONLINE SERVICES AGREEMENT

Updated March 28, 2019

We suggest you carefully read this document. Please completely review the information contained herein; usage of any of the services described herein constitutes your agreement and consent, allowing you to take 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, SunTrust Text Banking and SunTrust PC Banking services ("the Service") including the terms and conditions of the Bill Pay Service, the External Transfer Service, the Send Money with Zelle® and Other Payments 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, OR
- (ii) who is referenced on the SunTrust's records as an owner of the Account OR
- (iii) whose signature appears on a card, loan or credit line application, credit card, or investment account

Each Customer also referred to as "you" 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.

In addition, Online Banking provides a holistic view of your relationship with SunTrust by incorporating banking, investing, trusts, financial planning and educational content. This may include direct access to your SummitView, SunTrust PortfolioView and SunTrust Investment Services, INC. and SunTrust Advisory Services, Inc. (including BrightFolio) account(s) and related electronic services. By accessing Online Banking, you are agreeing to the SunTrust [Online Services Agreement](#), the additional terms and conditions of: [Wealthscape](#), [SunTrust PortfolioView](#), [SunTrust SummitView](#), Future Advisor, Inc., National Financial Services, Inc., SunTrust BrightFolio, OneSpan, Inc. and Yodlee, Inc. To read the Terms of Use for SunTrust BrightFolio click [here](#).

**a. General Terms Applicable to All Users**

The terms and conditions of any deposit Account, rules and regulations, [fee 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 [www.suntrust.com](http://www.suntrust.com) (the "Web Site") and sending you a Communication (defined below) 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, any prepaid card account, or SunTrust Investment Services 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 using any of the Services 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 electronically. 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 (e) 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, Microsoft Edge, 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"). 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.

Note: SunTrust assumes most of your AT&T wireless data charges when you connect and use the SunTrust Mobile App. Available in the domestic U.S., Puerto Rico and the US Virgin Islands. Some restrictions do apply and are subject to change. Not for international use. SunTrust may terminate this service at any time and will provide prior notification.

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 if all conditions are met including notifying us timely. 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.

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 if all conditions are met. 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 or within sixty days from the date you should have received your statement that contains the unauthorized activity.

You can rest assured that SunTrust Mobile and Tablet Banking is 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 (defined below), 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 and money market 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 or whether or not a item 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.

***l. 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:

- You will reimburse the Provider immediately upon demand the transaction amount that has been returned to the Provider;
- 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;
- You will reimburse the Provider for any fees imposed by your financial institution as a result of the return;
- You will reimburse the Provider for any fees it incurs in attempting to collect the amount of the return from you; and,
- 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. Internal 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 11:59 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 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. Internal 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 11:59 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 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. Internal 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 is a feature of SunTrust's Online Banking. This service is offered by SunTrust Bank and Fiserv Solutions LLC (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 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

SunTrust account types that are eligible for the External Transfers service include personal checking, savings, and money market. These account types must be in good standing and eligible for ACH transactions. 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 service: (a) a one time transfer for which processing shall be initiated immediately, (b) a one time transfer for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of transfers for which processing shall be initiated on the specified dates. Further details about each of these options can be found within the External Transfers application.

### ***b. Daily Processing Deadlines***

There are two types of processing available for the External Transfers service: Standard and Next Day. Standard External Transfers initiated on your computer using Online Banking, and received by SunTrust or its agent(s) by 1:00 a.m.\* Eastern Time will be effective within three (3) business days. Next Day External Transfers 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 1:00 a.m. Eastern Time on Tuesday morning.

**c. External Transfers Fees**

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

**d. External Transfers Dollar Limits**

The following dollar limitations apply to External Transfers. 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**

| <b>Standard External Transfer</b> | <b>Inbound Limit</b> | <b>Outbound Limit</b> |
|-----------------------------------|----------------------|-----------------------|
| 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              |

| <b>Next Day External Transfer</b> | <b>Inbound Limit</b> | <b>Outbound Limit</b> |
|-----------------------------------|----------------------|-----------------------|
| 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              |

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 in excess of limits described within the External Transfer 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. In the event that your use of the External Transfers service has been suspended and reinstated, you may be subject to lower dollar amount limitations than would otherwise be permitted.

***e. 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 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 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 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.**



***f. 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.

***g. Withdrawal Transaction Limitations***

The restrictions on the number of withdrawals from your savings and money market Accounts apply to transfers between Accounts initiated through the Service. For any Eligible Statement Savings Account(s) (including Money Market Accounts), federal regulations permit the depositor to make no more than a combined total of six (6) transfers or withdrawals that are pre-authorized, automatic, electronic (including computer initiated), telephonic, or by check, draft, debit card, or similar order payable to third parties. This limitation applies per statement cycle for monthly statements or calendar month for quarterly statements. In determining when a transfer is made, we will use the date the transfer is paid. We may impose a fee, as disclosed on the fee schedule, for each such withdrawal in excess of six (6) that you make. These fees will be reflected in your monthly statement. In addition, repeated violations will result in the Account being closed or changed from a savings type Account to a transaction Account. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

***h. 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.



## VII. SEND MONEY WITH ZELLE<sup>®</sup> AND OTHER PAYMENT SERVICES

We have partnered with the *Zelle* Network<sup>®</sup> ("*Zelle*") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("*Send Money with Zelle Service*" as further described below). The *Send Money with Zelle Service* is a person-to-person payment service available through SunTrust's Online Banking and Mobile Banking. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Financial Institution ("*Network Financial Institution*" means SunTrust and other financial institutions that have partnered with *Zelle*). **THE SEND MONEY WITH ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SEND MONEY WITH ZELLE SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.**

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

In addition to the *Send Money with Zelle Service*, we provide other payment services covered by this Agreement. **Please note that while the mechanics of the following payment services are different, they will be initiated through the same interface as the *Send Money with Zelle Service*.** First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Recipient; such transactions are not sent via *Zelle*. Second, outside *Zelle*, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside *Zelle*, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these *Zelle* and Other Payment Terms are referred to as "*Other Payment Services*" in this Agreement. Although future-dated payments and recurring payments are outside *Zelle*, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of *Send Money with Zelle Service*, not the *Other Payment Services*. The term "*Zelle* and *Other Payment Services*" means the *Send Money with Zelle Service* and the *Other Payment Services*.

The *Zelle* and *Other Payment Services* enable you: (1) to initiate a *Payment Instruction* (defined in section e. below) from an *Eligible Transaction Account* to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an *Eligible Transaction Account*, in U.S. dollars. All payments must be made through the *Site* (defined in Section u. below) and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the *Site* and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through



other locations besides our Site, such as the *Zelle* mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.

The Send Money with Zelle Service allows for the delivery of payments to Recipients who are also enrolled in the Send Money with Zelle Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with the Zelle and Other Payments Services unless the applicable transaction is transmitted through the ACH Network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

SunTrust account types that are eligible to use the Send Money with Zelle Service include personal checking, savings, and money market. These account types must be in good standing. Business accounts are not eligible. The Send Money with Zelle Service is offered only to individual residents of the United States. You must have a United States address, United States telephone number, a social security number, and an active unique email address. Your telephone number must also be unique to you (and cannot be the same as a telephone number provided by another user of the Services).

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

***a. Types of Send Money Requests***

There are three Send Money payment types available for the Zelle and Other Payments Services: (a) a one time payment for which processing shall be initiated immediately, (b) a one time payment for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of payments for which processing shall be



initiated on the specified dates. Further details about each of these options can be found within the Site.

**b. Sending Payments**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Recipient is not required to accept the payment if the Recipient has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Recipient's decision to not enroll in *Zelle*. For the Send Money with Zelle Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in *Zelle*. As to the Send Money with Zelle Service, if the person you sent money to has already enrolled with *Zelle*, either in the Zelle Standalone Locations of these Zelle and Other Payments Terms), or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section j (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Recipient for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services (defined above), you may also initiate (a) a one-time Payment Instruction to a Recipient for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Recipient for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Recipients require you to provide contact information about the Recipient (including an email address and/or mobile telephone number). If the Recipient does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Send Money with Zelle Service will contact the Recipient and request that the Recipient (i) provide information so that the identity of the Recipient may be validated at a Zelle Standalone Location, and then (ii) provide eligible account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Recipient maintains an eligible account with a Network Financial Institution and has not yet enrolled in *Zelle*, then the Send Money with Zelle Service will contact the Recipient regarding enrollment in *Zelle* and receipt of payment. If the Recipient has already enrolled in *Zelle*, then the Recipient will receive a message regarding your payment.



Via the Other Payment Services, we also support the sending of money to Recipients if you provide the account information for the Recipient and other contact information for the Recipient; such transactions are not sent via *Zelle*. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors.

In most cases, when you are sending money to another User using the Send Money with *Zelle* Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either via a *Zelle* Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements.

If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

For the Other Payment Services and those Send Money with *Zelle* payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an eligible account, the processing of the Payment Instruction will begin and the debiting of your account will occur as early as the day of such initiation. However, you and the Recipient should not expect the payment funds to be transferred into the Recipient's account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the



debiting of your account will occur as early as the specified date(s). However, you and the Recipient should not expect the payment funds to be transferred into the Recipient's account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Recipient's account (even if debited or withdrawn from your account) may be delayed if the Recipient has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to a Recipient's account.

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

**c. *Receiving Payments***

All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Send Money with Zelle Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section j (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Send Money with Zelle Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Send Money with Zelle Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Send Money with Zelle Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

For the Send Money with Zelle Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may



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

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw such funds from your Eligible Transaction Account .

***d. Requesting Payments***

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

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Send Money with Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs





(including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Send Money with Zelle Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

**e. Service Definitions**

"ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Eligible Transaction Account" is an eligible transaction account from which your payments will be debited or to which payments and credits to you will be credited.

"Other Payments Services" means three other payment services that allow you to send money to people. First, these additional services allow you to send money to people if you provide the necessary account information and other contact information for the Recipient; such transactions are not sent via *Zelle*. Second, outside *Zelle*, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside *Zelle*, we enable you to establish a recurring series of payments to a payment recipient for which processing shall



“Payment Instruction” used in this section of this Agreement is the information provided for a payment to be made under the Send Money with Zelle Service. Note that Payment Instruction has a different definition in the Bill Pay section of this Agreement.

"Payment Network" means a debit or credit payment network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be sent.

"Recipient" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Send Money with Zelle Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payments Service.

“User” means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Send Money with Zelle Service

**f. Daily Processing Deadlines**

Standard payments initiated by 11:59 p.m. Eastern Time will be debited on the same 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.

**g. Fees**

You may incur a fee when using the Zelle and Other Payments Service. Please refer to the [SunTrust Fee Schedule](#) for specific fee information.

**h. Zelle and Other Payments Services Dollar Limits**

The following dollar limitations apply to Send Money payments. SunTrust reserves full discretion to raise or lower limits, generally or as to particular accounts, at any time and without prior notice.

| Send Money  | Limit   |
|-------------|---------|
| Transaction | \$1,000 |



|                       |         |
|-----------------------|---------|
| Business Day          | \$1,000 |
| Rolling 30-day period | \$4,000 |

| Next Day Send Money   | Limit   |
|-----------------------|---------|
| Transaction           | \$1,750 |
| Business Day          | \$1,750 |
| Outstanding           | \$3,250 |
| Rolling 30-day period | \$4,500 |

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

Your outstanding payment 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 payments until the "In Process" transfer(s) show a "Complete" status.

You may not make Send Money payments in excess of limits described within the Zelle application. SunTrust reserves the right to change from time to time the dollar amount of payments you are permitted to make using our Zelle and Other Payments Services. In the event that your use of the Zelle and Other Payments Services has been suspended and reinstated, you may be subject to lower dollar amount limitations than would otherwise be permitted.

***i. Payment Authorization and Payment Remittance***

**When you enroll to use the Send Money with Zelle Service or when you permit others to whom you have delegated to act on your behalf to use or access the Send Money with Zelle Service, you agree to the terms and conditions of this Agreement.** You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section XV.E (Acceptable use of the Service), you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made



pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Send Money with Zelle Service if we believe that you are using the Send Money with Zelle Service for business or commercial purposes.

**You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time** (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” When you enroll with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Send Money with Zelle Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Send Money with Zelle Service. By providing us with names, bank account information and other contact information for Recipients to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any



applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Recipients to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;
4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Recipient to whom you are initiating a Payment Instruction; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

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



***j. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services***

Send Money with Zelle Service payments can only be cancelled in the limited circumstances set forth in Section (b) (Sending Payments) above. This Section only applies to the Other Payment Services, not Send Money with Zelle Services. You may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time before the processing of the Payment Instruction from your account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Recipient's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Recipient who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

***k. Withdrawal Transaction Limitations***

Savings and Money Market Accounts are governed by Federal regulations, which limit the number of certain types of transactions. From your Savings or Money Market Accounts, you are limited to six preauthorized, telephone or on-line transfers to your other SunTrust Bank accounts or to third parties. Additionally, this limitation includes checks, drafts, or similar orders you make payable to a third party. The limitation applies per statement period, calendar month or statement cycle (or similar period) of at least four weeks. Due to IRS Regulations, these transfer options are not available for Money Market IRAs. In determining when a transfer is made, Bank will use the date the transfer is paid. If you routinely exceed these withdrawal limitations on your Savings or Money Market Accounts, the Bank may close the Account or convert the account to a checking account. The foregoing limitations do not apply to withdrawals made by you or transfers to other Accounts, which you have with us when these transfers are made by messenger, in person or through ATMs. The federal regulatory limit applies regardless of account balance.



**j. *Your Liability for Unauthorized Zelle Transactions***

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. *Other Liability***

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Send Money with Zelle Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR UNAUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

**k. *Failed or Returned Transactions***

In using the Zelle and Other Payments Service, you are requesting that we or our Service Provider attempt 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 us or our Service Provider. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Payment Account to allow the debit processing to be completed;



- You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Payment Account, or the transaction would exceed the credit or overdraft protection limit of your Payment Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Payment Account, including by ACH debit; and
- The Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

### ***I. Information Authorization***

Your enrollment in the Zelle and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. **Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain personal information about you including without limitation, financial information and transaction history regarding your Payment Account.** You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern





recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

***m. Disclaimer of Warranties***

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

***n. Consent to Emails and Automated Text Messages***

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

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
2. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
3. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.



4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
5. To cancel text messaging from us, send STOP to 729935. For help or information regarding text messaging, send HELP to 729935 or contact our customer service at 1-800-SUNTRUST. You expressly consent to receipt of a text message to confirm your "STOP" request.
6. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
7. Your phone service provider is not the provider of the Send Money with Zelle and Other Payment Services. Users of the Send Money with Zelle Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

***o. Mobile Devices***

Senders and Recipients may from time to time receive SMS/text messages or otherwise use their mobile or wireless devices in connection with Send Money with Zelle Services transactions. Any usage of your mobile phone or wireless device in connection with the Send Money with Zelle 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.

***p. Consent to Share Information***

You authorize SunTrust to disclose information about you, including your e-mail addresses and/or telephone numbers associated with your use of the Send Money with Zelle Service to Network Financial Institutions and *Zelle* to process and route transactions to and from your designated SunTrust accounts. You also authorize SunTrust to store information you provide about the Recipients you send money to for your future use.



We may also disclose information to third parties about you and your account as necessary to complete transactions, provide the Send Money with Zelle Service, or as otherwise permitted. We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device. You also authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with affiliates and service providers to support your transactions with us and for identity verification and fraud avoidance purposes.

***q. Refused Payments; Returned Payments***

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

In using the Zelle and Other Payment Services, you understand that Recipients may reject Payment Instructions or otherwise return payments only if the Recipient is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Send Money with Zelle Service.

***r. Wireless Operator Data***

**In addition to Section I (Information Authorization), you acknowledge that we or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Send Money with Zelle Service.** By using the Send Money with Zelle Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand



our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**s. *Limitation of Liability***

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

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

**t. *Indemnification***

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

**u. *Use of Our Online Banking Site and/or Mobile App***

You agree to access our online banking site and mobile applications (the "Site") in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.



**v. Service Providers**

We are offering you the Zelle and Other Payments Services through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

**w. Prohibited Payments**

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

1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
2. Payments that violate any law, statute, ordinance or regulation; and
3. Payments that violate the Acceptable Use terms in Section **XV.E** below; and
4. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and



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

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

## VIII. 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. For business accounts, transactions fees may apply.

### ***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.

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

## **X. 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 Online Banking and clicking "Text Services" 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 mobile telephone number 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 your accounts and for 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. The Alerts Service also helps protect your eligible accounts through the use of actionable fraud alerts. These alerts let you know when card transactions are potentially fraudulent and will allow you to provide a response of “Yes” or “No” via SMS to let SunTrust know whether the flagged card transaction is fraudulent. 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 Online Banking 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 mobile telephone number 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.

## **XI. 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; or



- your inability to access your account information (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), acts of God, strikes, or other labor problems).

## **XII. 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. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with affiliates and service providers to support your transactions with us and for identity verification and fraud avoidance purposes. Information may also be disclosed as otherwise permitted or required by law, including compliance with court orders or lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its affiliates and service providers also reserve the right to monitor use of the Services, including the 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 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 will disclose information to third parties (including Billers and our Service Providers) about your Account(s) and the transfers you make as is permitted by our Privacy Policy and the law including, without limitation:

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

**XIII. 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 180 days 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 not limited to non-use of the Bill Pay Service. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**XIV. 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.

**XV. 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 Communication 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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