



SUNTRUST BUSINESS ONLINE AND MOBILE AGREEMENT

This Agreement ("Agreement") governs the use of the SunTrust Business Online and Mobile service ("the Service"), including the optional Bill Pay Service, the optional Fraud Inspector® Service, and the Business Mobile Deposit Service. Business Online is the portion of the Service accessed via a web browser regardless of device type. Business Mobile is the portion of the Service accessed through an application (the "App") downloaded to your mobile device. This Agreement is made and entered into by and between SunTrust Bank ("Bank", also referred to as "we" or "us") and each business entity that uses the Service ("Customer," also referred to as "you"). A sole proprietorship is a form of business entity and all accounts opened in furtherance of the purposes of a sole proprietorship shall be considered non-consumer non-personal accounts for purposes of this Agreement.

The Service is accessed by a computer or mobile device and allows you to view balance and transaction information for your deposit account(s) and certain eligible credit accounts ("Accounts"). In addition, it enables you to transfer funds among eligible Accounts, pay bills from certain Accounts, draw on certain credit Accounts, receive certain notices set up within the Service known as "Alert Notices", effect stop payments, retrieve images of checks and statements, access and review certain statements online, suppress delivery of certain paper statements, and deposit checks (via the Business Mobile Deposit Service). Please note that mobile device access to the Service may not provide you with the full range of functionality provided through computer access to the Service. You may generally access Account information through the Service 24 hours a day, seven days a week, except for interruptions due to maintenance or system down-time caused by matters beyond Bank's control. If you are unable to access the Service, you should contact the Client Contact Center at 800.382.3232.

The terms and conditions of the following apply to the Service and are incorporated herein by reference:

- any Bank deposit account rules and regulations
- any schedule or signature card relating to an Account
- any credit agreement, including any credit card agreement you may have with the Bank relating to an Account and any disclosures made pursuant to such agreements
- reference materials, such as quick reference guides or FAQs for the Service, which provide details regarding the functionality of the Service, as well as certain formatting and other technical requirements you must follow when using the Service, and
- any subsequent amendments to any of the foregoing.

By agreeing to additional terms, certain optional services may be available to you through the Service, such as Online Payroll, Fraud Inspector Service, and ACH Service.

The terms and conditions of this Agreement, including terms of the Bill Pay Service, Fraud Inspector Service, and Business Mobile Deposit Service, applicable fees, and service charges may be modified or amended by Bank upon written notice sent to you or by posting notice within the Service and sending you an Alert Notice or similar written notice thereof. Your continued use of the Service after such notification of changes shall be deemed to be your agreement to be bound by all such changes.

In addition, we will, from time to time, revise or update the applications, services, and/or materials relating to the Service (including the Bill Pay Service, the Fraud Inspector Service, and the Business Mobile Deposit Service). Therefore, we reserve the right to disable access to all such prior versions of the applications, services, and/or related materials and provide access only to the then-current versions.

CONSENT TO ELECTRONIC RECORDS AND COMMUNICATIONS

You consent to the use of electronic records and communications with respect to your use of the Service. Alert Notices and other electronic communications relating to the Agreement, the Service, and your Accounts will be provided or sent through the Service to you and/or users of the Service. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to Bank. Additionally, you must maintain with Bank a current email address and telephone number for your Company System Administrator ("CSA") to receive Alert Notices and other Bank communications. You further agree that electronic copies of communications are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering.

ELECTRONIC AGREEMENT TO THE SERVICE

By accepting the digital version of this Agreement, you acknowledge that you are able to electronically access and retain the electronic records and communications relating to this Agreement and the Service. 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. By accepting the digital version of this Agreement or by your continued use of the Service after modifications are made hereto, you indicate your acceptance of the terms of this Agreement and you represent and warrant that you are authorized to do so on behalf of the Customer and all owners of the Accounts.

SECURITY PROCEDURES AND USE OF PASSWORDS

If Customer was enrolled in Online Cash Manager ("OCM"), the passwords and User IDs for all current users of OCM will be migrated to the Service, and login credentials for all existing users will remain the same. All user permissions will be migrated from OCM to the Service and will remain the same within the Service, unless and until user permissions are changed within the Service by a CSA.

If Customer was enrolled in OCM, your existing CSA(s) for OCM will become CSA(s) for the Service and will have authority to administer your use of the Service. In the event your company only has one CSA in OCM, once migrated that CSA will have full authority to administer the Service on your company's behalf. Your "initial CSA" for OCM (whether such individual is the authorized signer who was the first CSA for OCM or a replacement of such individual per the Bank's records) will become the "initial CSA" for the Service, with "full access" to the Service as described within this paragraph. If Customer was not enrolled in OCM, the authorized signer of the primary business account to whom we send the initial security access code shall be the "initial CSA" with authority to administer your use of the Service. A CSA(s) may also designate one or more additional CSAs. The "initial CSA" will have "full access" to the Service, meaning that this individual has entitlements and authority to administer every existing or future feature, transaction or function of the Service, and has the ability to access any Account associated with the Service. A "full access" CSA may create additional CSAs with either "full access" or "custom access" (meaning that the individual would have access only to certain Accounts or features of the Service); each CSA may then create users and grant access to users, up to the limit of the authority of the CSA granting such access. Each CSA shall be responsible for managing access to and use of the Service by other persons and for limiting, where you deem appropriate, the level and extent of such access. Each CSA can assign a unique User ID to each user and setup an initial temporary password for each user of the Service. **You agree that Bank may rely on any instruction given by any CSA and other users given access to the Service by any CSA. Given the ability of CSAs to grant administrative and user rights to others, you should develop procedures to routinely monitor the actions of each of your CSAs and users of the Service. The Bank has no duty to monitor the actions of any CSA or designated user. Each of your CSAs has all of the respective rights and responsibilities given to them in these Service terms and conditions and related reference materials.**

Each CSA will have the ability to select statement delivery preferences for certain Accounts, thereby suppressing delivery of paper statements. **The Bank recommends that the Customer establish appropriate internal controls to monitor Accounts for which statement suppression has been selected.**

A valid User ID and password are required to authenticate into the Service. Any transaction performed through the Service, including but not limited to accessing Account information, making transfers including draws on credit Accounts, giving transfer-related instructions or utilizing the Bill Pay Service or Business Mobile Deposit Service, initiated after the user or CSA has been authenticated, is deemed to have been effected with full authority of the Board of Directors, members, general partners, owners or other governing body, as applicable, of the Customer. **We have no obligation to verify, by telephone or by any other means, any transaction performed through the Service after authentication into the Service via a valid User ID and password has occurred. If any person's User ID or password is lost or stolen, or is suspected to have been compromised, you must notify the Bank immediately.** Failure to notify us promptly could result in loss of funds. You may contact the Bank by following the fraud prevention instructions listed on the suntrust.com website to report any security breach, suspected fraud or other concerns. We reserve the right to prevent access to the Service should we have reason to believe the confidentiality of any User ID or password has been compromised.

The Bank's security procedures for the Service (which may include, among other things, the use of PINs, User IDs, passwords, or other codes, all of which are referred to as "authorization codes") are designed to verify the authenticity of the instructions transmitted to Bank ("instructions"), and not for the purpose of detecting errors in such instructions. You agree that such security procedures are commercially reasonable. You will be bound by, and we may act upon, all instructions accepted by us in good faith in compliance with the applicable security procedures, whether or not you or one

of your authorized users for the Service actually gave those instructions, 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 procedures. **You are responsible for controlling access to and maintaining the confidentiality of the details relating to the security procedures and authorization codes and you must promptly report any suspected breach of that confidentiality to us as soon as you become aware of it.**

The Bank recommends that Customers protect their valuable financial information within the Service by using the most secure encryption and other security technology available to them to protect their computer and mobile environments. Bank is not liable or responsible for the Customer's information security architecture. **The Bank also strongly recommends the installation and consistent use of secure browsing software for additional security protection.**

COMPUTER EQUIPMENT AND MOBILE DEVICE

You may generally access certain Accounts through the Service using a computer or mobile device and a network connection. You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the system requirements we establish from time to time. You are additionally responsible for obtaining Internet and/or cellular network services via the service provider(s) of your choice, for any and all fees imposed by such provider and any associated communications service provider charges. We are not responsible for any Internet or mobile access service charges.

You are solely responsible for the maintenance and operation of any computer or mobile device used by any CSA or user to access the Service. Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or mobile device, nor will Bank be responsible for any computer virus or malware that affects your computer or mobile device while using the Service.

You are responsible for maintaining the confidentiality and security of your computer or mobile 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 computer or mobile device.

You agree that Bank 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) attributable to disruption of your Internet or cellular network access or your inability to access the Service, including due to Service downtime caused by any reason.

ACCOUNT REQUIREMENTS

To subscribe to the Service, you must maintain at least one Business Checking Account. You may also include certain additional accounts in the Service. You may add personal (consumer) or affiliated business accounts to the Service by completion of appropriate bank documentation and each such account will then be considered an Account pursuant to the terms of this Agreement. Any consumer accounts added shall be added to help facilitate the non-consumer transactions of the Customer that are available within the Service, and Customer acknowledges and agrees that the Service is NOT designed for consumer accounts or to facilitate consumer account services or transactions. An account is a consumer account if it was established by an individual primarily for personal, family or household purposes (as opposed to a business purpose). An account established by an individual to support the needs of a sole proprietorship is NOT a consumer account.

If you ask us to include accounts that belong to another person or entity in our implementation of your setup for the Service, then (a) you represent and warrant to us that the other person or entity has given you authority to access its accounts through use of the Service to the same extent as if you owned such accounts, (b) each reference to "Customer", "you" or "your" in the Agreement will be deemed to be a collective reference to you and each other person or entity whose accounts are included in our implementation of your setup for the Service, (c) all of the provisions set forth in the Agreement will apply to the included accounts as if you owned them, (d) you are deemed to be using the Service with respect to any of the included accounts, (e) each person who is authorized to act on your behalf with respect to the Service is also authorized to act on your behalf to the same extent with respect to the included accounts, and (f) you and each other person or entity whose accounts are included are jointly and severally liable for all indemnification, confidentiality and other obligations to us under the Agreement. We may require written confirmation from the other person or entity that it has authorized you to include its accounts in the Service and you agree to notify us immediately if that authority is revoked or changed. For purposes of this provision, if an account that belongs to another person or entity is included in our implementation of your setup of the Service, you will be deemed to have asked us to include that

account even though an exhibit, service profile, or other form or document (whether now or hereafter in effect) may reflect that other person or entity as the client or customer.

Bank reserves the rights, at all times, to decline Customer's designation of an Account, to deny Customer the ability to access the Service, to limit access or transactions, or to revoke a Customer's access to the Service, each without advance notice to Customer.

ACKNOWLEDGMENT RELATED TO USE OF TRUST ACCOUNTS AND ASSUMPTION OF RISK

You acknowledge that inclusion of any account which is designated as a trust account, escrow account, "for the benefit of" account, or account of similar designation, in your setup of the Service may result in access to such account (including use of the funds contained therein and access to information related to the beneficiaries of such account) by any authorized user of the Service. You represent and warrant that such inclusion and such access is not prohibited by any agreement by which you may be bound and does not violate any applicable law or any fiduciary or other duty or obligation you may have with respect to the account or the funds contained in it, and you assume all risks associated with such inclusion and access. You shall indemnify and hold Bank harmless from any claims, judgments, damages, costs, liabilities, interest, losses or expenses, including reasonable attorneys' fees and court costs and expenses that arise directly or indirectly from or in connection with such access and inclusion, and for any breach of any representations and warranties contained in this paragraph. You further represent and warrant that no account to be included in your setup of the Service contains funds that are in any way governed by or subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), and you shall indemnify and hold us harmless from liability for any loss of ERISA funds as a result of use of such accounts.

TRANSFER LIMITS AND DAILY PROCESSING DEADLINES

Account information displayed through the Service is the current information at the time the transaction takes place. Payments, advances, draws and transfers between Account(s) initiated on your computer or mobile device using the Service and received by Bank or its agent(s) by the daily cutoff time (as detailed on the Transfers screen in the Service) will be effective on the current business day. Payments, advances, draws and transfers processed on your computer or mobile device using the Service and received after the daily cutoff time or all day Saturday, Sunday, and banking holidays (as established by the Federal Reserve Bank) will be effective the following business day. Transfers made from a deposit Account in payment to a credit Account before the daily cutoff time will be credited on the current business day, while those made after the daily cutoff time will be credited as of the next business day.

Transfers, payments, advances and draws are limited to the balance or availability of the Account. No transfer, payment or draw may be for less than \$.01 or more than \$99,999,999.00. If your transfer, payment, advance or draw exceeds the available balance in the Account, any minimum balance requirements, or any daily transaction limits, or does not fall within the outer limits stated above, it will not be processed. If you are making draws, advances or transfers against credit Accounts you should comply with any limits, as to frequency, amount or otherwise, provided in the underlying credit agreement and only individuals designated within a borrowing resolution or comparable document should be set up by a CSA to initiate such draws, advances or transfers. **We undertake no duty to ensure that only individuals designated within a borrowing resolution or comparable document are set up by a CSA to initiate draws, advances or transfers from credit accounts. It is your responsibility to ensure that no CSA authorizes initiation of draws, advances or transfers by any individual who is not designated within a borrowing resolution or comparable document as having such authority.**

Transfers from deposit Accounts can be one-time, recurring, and/or future transfers. Each transfer to a deposit Account resulting from a draw against a credit Account must be transacted on a one-time basis.

ADVANCE, PAYMENT OR ACCOUNT TRANSFER AUTHORIZATION AND REMITTANCE

Bank will use reasonable efforts to effect all of your payments (including payments under the Bill Pay Service) and account transfers as instructed by you in accordance with the requirements of the Service. Bank shall incur no liability (and with respect to Bill Pay Service payments, any Service Guarantee shall be void) if Bank is unable to complete any payment, advance or account transfer initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of Bank, your Account does not contain sufficient funds to complete the transaction or the transaction would exceed the limit of your overdraft account;
2. The payment or account transfer function is not working properly and you know or have been advised by Bank about the malfunction before you execute the transaction;

3. You have not provided Bank with the correct Account information or, for Bill Pay Service payments, the correct name, address, phone number, or account information for the Biller; and/or
4. Circumstances beyond control of Bank (including, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Bank has taken reasonable precautions to avoid those circumstances.

ACCOUNT TRANSFER CANCELLATION REQUESTS

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

WITHDRAWAL TRANSACTION LIMITATIONS

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

ELECTRONIC MAIL

A response from Bank to any electronic message or email sent to Bank may be delayed. Therefore, if you need to contact the Bank concerning your Account or the Service immediately, you must contact the Client Contact Center or, to report any security breach, suspected fraud, or similar concerns, contact the Bank by following the fraud prevention instructions listed on the suntrust.com website. For communications that you are authorized to make via email, we shall have a reasonable period of time after receipt to act on requests or information you send by electronic message or mail.

TERMS AND CONDITIONS OF THE BILL PAY SERVICE

(i) Introduction.

If you are already enrolled in the Bill Pay Service within OCM, you will be enrolled in the Bill Pay Service within the Service. Use of the Bill Pay Service is subject to the following additional Bill Pay Service terms and conditions. The Bill Pay Service enables you to make payments (either one time or recurring) from your designated checking or deposit Account to Billers; use the electronic bill presentment feature to receive bills from participating Billers; and view Biller bill summary and bill detail information. The Bill Pay Service is designed to facilitate payment of non-consumer bills and payments. You agree that any non-consumer payment made through the Bill Pay Service will be paid from a non-consumer Account. The Bill Pay Service should not be used to pay consumer bills or make consumer-related payments; you agree that any consumer-related online payments shall only be made through the Bank's consumer online banking services and shall not be made through the Service.

(ii) Definitions.

"Bill Pay Service" means the Bill Pay Service offered by Bank and its third-party service provider.

"Biller" is the person or entity to whom you wish a Customer bill payment to be directed or is the person or entity from whom you receive electronic bills.

"Payment Instruction" is the information provided by you to the Bill Pay Service for a Customer bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the non-consumer checking or deposit Account from which a Customer bill payment will be debited.

"Business Day" is every Monday through Friday, excluding banking holidays as established by the Federal Reserve Bank.

"Scheduled Payment Date" is the day you want your Biller to receive your Customer bill payment and is also the earliest day your Payment Account may be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case the previous Business Day will be considered to be the Scheduled Payment Date.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late payment date or grace period.

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

(iii) Bill Payment Scheduling.

The earliest possible Scheduled Payment Date for each Biller (typically five (5) Business Days from the current date) will be designated within the Bill Pay Service when you are scheduling the payment. Therefore, you will not be permitted to select a Scheduled Payment Date earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement (if applicable) 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 Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late payment date or grace period.

(iv) Expedited Payment

An Expedited Payment is an optional premium service available with participating Billers for an additional fee that allows you to have your payment initiated and processed immediately and directly debited from your Payment Account. There are two Expedited Payment options available: a payment made by Same Day Bill Pay (sent as an electronic payment to participating Billers) which will be processed and posted the same day, and an Overnight Check payment (sent as a paper draft payment to any Biller who accepts paper payments) which will be sent by 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, the Biller decides how quickly the payment will be 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 Scheduled Payment Date for your Expedited Payment.

The Expedited Payment option may not always be available and is not available for all Billers. 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 Payment Date, without an additional 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 the Payment Cancellation Requests and Stop Payment Requests sections for additional information.)

By selecting either of the Expedited Payment options, you authorize Bank 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 Payment 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.

(v) The Service Guarantee

Due to circumstances beyond our control, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account with the Biller. Bank will bear responsibility for any late payment-related charges up to \$50.00 per payment, if a payment posts after its Due Date, but only if the payment was scheduled in accordance with the guidelines described under "Bill Pay – Bill Payment Scheduling" in this Agreement.

(vi) Payment Authorization and Payment 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.

When the Bill Pay Service receives a Payment Instruction, you authorize Bank to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize Bank 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.

(vii) Bill Payment Methods

We reserve the right to select the method by which to remit funds on your behalf to your Biller. These payment methods may include, but are not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. The date funds are debited from your Payment Account will vary based on the payment method used. Funds remitted to the Biller by an electronic method will be deducted from your Payment Account on the Scheduled Payment Date. Funds remitted to the Biller by laser draft will be deducted from your Payment Account when the laser draft is presented to Bank for payment. Due to the fact that you are not able to select the payment method used, you must ensure that sufficient funds are available in your Payment Account as of the Scheduled Payment Date to support all bill payment methods.

(viii) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Pay Service. 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 as provided below. Once you submit an Expedited Payment, it will begin processing immediately and you will not be able to change or cancel it.

(ix) Stop Payment Requests

Bank's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared, or a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the SunTrust Client Contact Center. Although Bank will make reasonable efforts to accommodate your request, Bank will have no liability for failing to do so. Bank may also require you to document 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 Bank's applicable fee schedule. Once you submit a payment via Same Day Bill Pay Expedited Payment, it will begin processing immediately and you will not be able to submit a stop payment for a payment made via Same Day Bill Pay Expedited Payment. Stop payments may be placed for an Overnight Check payment once the item has been processed.

(x) Prohibited Payments

Payments to Billers outside of the United States or its territories through the Bill Pay Service are prohibited, and Bank may terminate the Bill Pay Service immediately if Customer attempts to initiate international payments through the Bill Pay Service.

(xi) Exception Payments

Tax payments and court-ordered payments may be scheduled through the Bill Pay Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment-related charges is not applicable to these types of exception payments. Bank 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 your sole responsibility.

(xii) Bill Delivery and Presentments

This feature is for the presentment of electronic bills only and is only available from Billers that participate in this feature of the Bill Pay Service. It is your sole responsibility to contact your Billers directly if you do not receive your statement(s) from such Billers. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

(a) Information provided to the Biller - The Bill Pay Service is unable to update or change your personal information including, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. You will need to make any necessary changes to your personal information by contacting the Biller directly. It is also your responsibility to maintain all user names, passwords, and authorization or security codes for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

(b) Activation - Upon activation of the 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 Biller accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(c) Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall 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 authorization codes for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

(d) Notification - The Bill Pay Service will use commercially reasonable 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 you specify within the Bill Pay Service. It is your sole responsibility to ensure that this information is accurate. It is your responsibility to periodically sign on 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, whether or not the electronic bill feature is used.

(e) 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, and 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 electronic bill delivery options, but it is your responsibility to make arrangements for an alternative form of bill delivery. Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(f) Non-delivery of electronic bill(s) - You agree to hold Bank 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.

(g) Accuracy and dispute of electronic bill - Bank is not responsible for the accuracy of your electronic bill(s). Bank 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 any past, present or future liability or obligation between you and your Billers.

(xiii) 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.

(xiv) Failed or Returned Transactions

In using the Bill Pay Service you are requesting Bank 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 Bank. In such case, you agree that you will reimburse Bank for any returned transaction amount(s) immediately upon demand. For any amount not reimbursed to Bank 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 also agree that you will reimburse Bank for any fees imposed by any financial institution as a result of the return; you will reimburse Bank for any fees it incurs in attempting to collect the amount of the return from you; and Bank is authorized to report the facts concerning the return to any credit reporting agency.

(xv) Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your Bank records is current and accurate. This includes, but is not limited to, name, address, phone number(s) and email address(es). Changes can be made by contacting your bank representative or by contacting the SunTrust Client Contact Center. Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

(xvi) Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Bill Pay Service, an authorized signer for your company may do so by contacting the Client Contact Center. Cancellation will be effective after we have authenticated your request and have had a reasonable opportunity to act to cancel the Bill Pay Service.

Any payment(s) Bank has begun processing before the effective cancellation date will be completed by Bank. You are responsible for cancelling any Scheduled Payments (including recurring payments) before the effective cancellation date. Scheduled Payments including recurring payments will not be processed after the effective cancellation date. **Bank may terminate or suspend the Bill Pay Service 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 or to any Biller.

(xvii) Biller Limitation

Bank reserves the right to refuse to pay any Biller to whom you may direct a payment. Bank will notify you 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.

(xviii) Returned Payments

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to Bank for various reasons including, 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. Bank will use commercially reasonable 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 Bank of the returned payments.

(xix) Information Authorization

Your enrollment in the Bill Pay Service may be terminated if Bank cannot verify identity or other necessary information about you or, where applicable, any CSA or other person authorized by you to use the Service. Through your enrollment in the Bill Pay Service, you agree that Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that Bank reserves the right to obtain financial information regarding your account from a Biller to, for example, resolve payment-posting problems or for verification.

(xx) Protection of Bank's Third-Party Service Provider

We utilize a vendor in providing the Bill Pay Service. As a result, you agree that (a) each reference to "Bank," "we," "us" and "our" in any provision limiting our liability to you or imposing an indemnification obligation on you will, with respect to the Bill Pay Service, be deemed to include our third party service provider, and (b) our third party service provider is a third party beneficiary of these Bill Pay Service terms and conditions.

(xxi) ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible by contacting the Client Contact Center.

ACH SERVICE

This service option allows you to initiate debit and/or credit entries through the automated clearing house ("ACH") network, a funds transfer system for sending and settling electronic entries among participating financial institutions. Under the ACH Service option, we act as the originating depository financial institution or "ODFI" with respect to such entries and you will be the "originator" for each of those entries.

In order to initiate ACH debit and/or credit entries through this optional service, you must enter into a Treasury Management Master Agreement (the "Master Agreement") with us, agree to the ACH Origination terms and conditions within our Treasury Management Terms and Conditions (the "TM Terms") and identify the account(s) to be used for ACH Origination via the Service. By using the ACH Service option, you acknowledge that you have received a copy of, and agree to be bound by, the Business Online and Mobile Agreement, the Master Agreement, and the TM Terms. Terms that are defined in the ACH Origination terms and conditions have the same meanings when used in this Agreement. If there is any inconsistency on a particular issue between the Business Online and Mobile Agreement and the ACH Origination terms and conditions, the ACH Origination terms and conditions will control to the extent of such conflict or inconsistency. You understand and agree, however, that our agreement to allow you to initiate ACH debit and/or credit entries through the Service does not permit you to use any other aspect of the ACH Origination service unless we have agreed to include it in the implementation of your setup for the ACH Origination service. The security procedures for the ACH Service option are those that are described in this Agreement. You agree that these security procedures are commercially reasonable. **The Bank strongly recommends the use of dual approval of ACH entries involving two users from different job functions.** Dual approval may be established by an authorized officer who is the initial Client Security Administrator of the Customer. In order to use dual approval, you must have at least one additional user who is also an approver. Under dual approval, one user must initiate or authorize the ACH entry using Business Online, and a separate user who is an approver must approve the ACH entry.

In addition, the security procedures for the ACH Service require installation and use of secure browsing software for initiation of ACH entries via Business Online. The secure browsing software may be downloaded by any user. Once Customer has been set up with ACH Service for Business Online, the secure browsing software will be required on any device from which any user signs on to Business Online. If we are not able to detect that secure browsing software is installed and running, a user will not be permitted to sign on to the Service. If, however, we determine that secure browsing software is installed and running, a user will be able sign on to the Service as long as that user also complies with the other security procedures applicable to that user.

Each user who is initiating an ACH entry must either (a) sign on to Business Online from a computer that is running *Trusteer Rapport*, the secure browsing software provided by Trusteer Inc., an IBM Company, or that is running other secure browsing software which we may approve for use with the Service from time to time, or (b) with respect to mobile

devices only, access Business Online through a Trusteer secure mobile browser through which ACH instructions may be initiated. *Trusteer Rapport*, or such other approved secure browsing software that may be used from time to time, is referred to herein as the “secure browsing software”.

The secure browsing software will be licensed to you by the vendor of the secure browsing software you are using under a separate license agreement, the “software license agreement”. You agree that your use of the secure browsing software is subject to, and that you are bound by and will comply with, the terms of that software license agreement. WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO ANY SECURE BROWSING SOFTWARE, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE HAVE NO RESPONSIBILITY FOR (I) THE PERFORMANCE OF THE SECURE BROWSING SOFTWARE OR THE VENDOR OF THE SECURE BROWSING SOFTWARE, (II) COMPATIBILITY OR AVAILABILITY OF THE SECURE BROWSING SOFTWARE, OR (III) DAMAGES OF ANY KIND CLAIMED UNDER ANY CAUSE OF ACTION ALLEGED TO INVOLVE OR RELATE TO THE SECURE BROWSING SOFTWARE OR THE VENDOR OF THE SECURE BROWSING SOFTWARE. You are solely responsible for determining if the secure browsing software is compatible with your equipment and other software and for ensuring that any installation of the secure browsing software is in accordance with your policies. You agree that any vendor of the secure browsing software is authorized to make certain information about your computer or mobile device, including but not limited to the IP address, browser information, and operating system information, available to us, and that we have no obligation to provide any notice of this activity to you, including notice of any of that information made available to us for the purposes of fraud prevention. You are obligated to maintain the confidentiality of any software, software materials or other documentation related to the secure browsing software.

TERMS AND CONDITIONS OF THE FRAUD INSPECTOR SERVICE

(i) Introduction. The following terms and conditions relate to the SunTrust Fraud Inspector® Service for Business Online and Mobile. If you are already enrolled in the Fraud Inspector Service within OCM, you will be enrolled in the Fraud Inspector Service within the Service, and you consent to these Fraud Inspector terms by continuing to use the Fraud Inspector Service. However, any personal (consumer) accounts enrolled in the Fraud Inspector Service within OCM will NOT be enrolled in Fraud Inspector Service within Business Online and Mobile, and the Fraud Inspector Service cannot be used for personal (consumer) accounts within Business Online and Mobile. If you no longer wish to use the Fraud Inspector Service for any or all of your accounts, a CSA must un-enroll from the Fraud Inspector Service within Business Online.

(ii) Description of the Fraud Inspector Service. The Fraud Inspector Service allows you to give us instructions to return certain checks and electronic debits that you believe may be fraudulent or not validly issued. Details regarding the functionality of the Fraud Inspector Service, the specific types of checks and electronic items that are presented through Fraud Inspector, and certain formatting and other technical requirements that you must follow when using the service are provided in the Fraud Inspector reference materials.

(iii) Enrollment in the Fraud Inspector Service. Any “full access” CSA may enroll in the Fraud Inspector Service by activating the service and agreeing to the Fraud Inspector terms within the Business Online platform. You agree that a CSA’s activation of the Fraud Inspector Service will be deemed to be your consent and agreement to these Fraud Inspector terms and conditions on behalf of your company, and that any CSA is authorized to activate the Fraud Inspector Service and agree to the Fraud Inspector terms and conditions on your behalf. A CSA may identify which of your accounts are set up for the Fraud Inspector Service and will be able to assign user authorities for the Fraud Inspector Service. A CSA may also disable the Fraud Inspector Service within Business Online for individual accounts or for all of your accounts.

(iv) Operation of the Fraud Inspector Service. Through Business Online and Mobile, you will be able to access information on certain posted checks and electronic debits (“Items”) that (i) have been presented to us through normal check clearing channels for payment against the relevant account, (ii) have posted to the relevant account, and (iii) have been provisionally settled. You must compare that information with your own information on these Items that you have issued from the relevant account. If you determine that an Item included in the information provided should be returned, you must notify us by the decision deadline set forth in the reference materials. ***If we do not receive a notice from you to return an Item by the decision deadline, you authorize us to finally settle and charge the posted check or electronic item against the relevant account.*** As such, you agree that we will not have any liability for paying any check that is presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures. You agree also that, in addition to the other limits on

our liability provided in this Agreement, we will not be liable for paying any Item that is fraudulent with respect to the attributes for which we do not provide you information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the Fraud Inspector Service in processing that check. Note that only certain types of posted checks and electronic debits are presented for review through Fraud Inspector; a list of specific types of checks and electronic debits that are presented through Fraud Inspector is provided in the Fraud Inspector reference materials. Therefore, you must still review all transactions posted to your Accounts (and not merely items presented through Fraud Inspector) in a timely manner, and you remain responsible for notifying us of any unauthorized or erroneous transactions pursuant to the requirements of the SunTrust Rules and Regulations for Deposit Accounts. You further agree that in addition to the other limits of liability provided in this Agreement, we will not be liable for any transaction or item that posts to your Account that was not presented to you for decisioning through Fraud Inspector, so long as we otherwise satisfied our duty of care with respect to processing the transaction. The Service will send email alerts to notify you of when Items are available to review. However, you remain obligated to access the Fraud Inspector Service and review all Items regardless of whether or not you receive an email alert notifying you that an Item is available to review.

(v) Transmission of Information. We will transmit information regarding Items that have posted to your Account through the Service. You must examine that information and input any appropriate return decisions by the designated decision deadline set forth in the reference materials.

(vi) Limits on Our Liability. You acknowledge that we will rely completely on information and instructions you give us in providing the Fraud Inspector Service to you and that we are not required to inspect any attribute of an Item that is processed through the Fraud Inspector Service. As a result, you agree that in addition to any limitations on our liability under the Agreement, we will not have any liability for (a) following instructions we receive from any person we believe in good faith to be one of your authorized representatives or (b) paying or returning any Item in accordance with the terms of this Agreement schedule, including any Item that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent. Moreover, you acknowledge that the Fraud Inspector Service is not a substitute for our stop payment service, and you agree to use the Fraud Inspector Service to return only those Items suspected to be fraudulent. We will not, in any case, be liable for indirect, special, consequential, punitive or lost profit-related damages, including damages related to claims asserted by third parties, in respect of the return of any Item.

(vii) Suspension of Fraud Inspector Service. In addition to any other rights we may have under the Agreement, the Fraud Inspector service terms or applicable law, we may immediately suspend your use of the Fraud Inspector Service for any reason in our complete discretion.

(viii) Consent to the Fraud Inspector Service

By agreeing to the terms of this Agreement, you represent and warrant that you have authorized any "full access" CSA to activate the Fraud Inspector Service and to make selections regarding accounts and user permissions with respect to the Fraud Inspector Service, for all accounts that are included (or may be included in the future) in your setup of the Service. You also acknowledge the terms of the Fraud Inspector Service contained herein and authorize any "full access" CSA to electronically agree to the terms of the Fraud Inspector Service, on your behalf, during the activation process within SunTrust Business Online.

BUSINESS MOBILE

The following terms and conditions apply to use of Business Mobile, which is available via the App. Certain features or functionality available within Business Online may differ from those available within Business Mobile. You must ensure that you (and all users who access Business Mobile) have upgraded to the most updated version of the App. Your company will be entitled to access Business Mobile, by default. Mobile entitlements for individual users can be managed by a CSA within the Service. You or we may terminate use of Business Mobile at any time. You agree to use the App in accordance with Bank's instructions, including any Frequently Asked Questions relating to the App that may be provided by Bank from time to time.

You expressly agree that your use of the App is at your sole risk. Neither we nor our affiliates or subsidiaries, nor any of our or their officers, directors, employees, agents, third party content providers, sponsors, vendors, licensors, licenses, or the like warrant that the App will provide service that is continuous, uninterrupted or error-free; nor do we make any warranty as to the results that may be obtained from the use of the App, or as to the accuracy, reliability or currency of any content, information, product or service provided through the App.

THE APP IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL WE 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 USE OF THE APP OR THE SERVICE. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICES PROVIDED THROUGH THE APP WILL BE TO REQUEST THAT WE CORRECT THE MATTER OR, IF WE FAIL TO DO SO, TO DISCONTINUE USE OF THE APP AT YOUR OPTION.

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 App or the Service ("Security Credentials"). You are also responsible for preventing unauthorized access to your mobile or electronic device. Remember, once biometric access is enabled, anyone with Touch ID, Fingerprint Login, Face ID, or other biometric access information stored on your device will have access to the App and the Service and you are responsible for any such access. Therefore, you should consider carefully whether to enable biometric access and review any biometric access information stored on your device to ensure that no inappropriate access is possible.

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO USE THE APP OR ACCESS THE SERVICE. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF THE APP OR YOUR SECURITY CREDENTIALS. YOU AGREE TO USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY US IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF, THE APP OR YOUR SECURITY CREDENTIALS.

TERMS AND CONDITIONS OF THE BUSINESS MOBILE DEPOSIT SERVICE

(i) Description

Business Mobile Deposit Service is a feature of the App which allows you to deposit certain items into eligible Accounts using your mobile device. Deposits into consumer accounts which have been added to the Service should only be made for the purpose of facilitating non-consumer transactions that are available within the Service, and Customer acknowledges and agrees that the Business Mobile Deposit Service is NOT designed to facilitate consumer transactions. You agree that consumer-related deposits to consumer accounts shall be made through the Bank's consumer mobile deposit service (or other channels appropriate for consumer deposits) and shall not be made through the Business Mobile Deposit Service.

(ii) Acceptance of Terms

Your use of the Business Mobile Deposit Service constitutes your acceptance of these terms. As indicated in this Agreement, the terms may change from time to time.

(iii) Fees

Bank does not charge a fee for the use of Business Mobile Deposit Service. For deposits to business accounts, applicable transaction fees will apply.

(iv) Hardware and Software

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

(v) Limitations

We assume no responsibility should you experience technical, network, or other difficulties while using the Business Mobile Deposit Service or any damages as a result of these difficulties.

(vi) 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 specifically permitted by the Business Mobile Deposit Service.

You agree that you will not use the 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 (six) 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 Business Mobile Deposit Service:

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

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

(vii) Image Quality

The image of a check or item transmitted to Bank using the Business 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 Bank. 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.

(viii) Endorsements and Procedures

Before transmitting, you agree to endorse any check or item transmitted through the Business Mobile Deposit Service as instructed by Bank. You agree to follow any and all other procedures and instructions for use of the Business Mobile Deposit Service as Bank may establish from time to time. You agree that returned deposit items may result in the Business Mobile Deposit Service being unavailable.

(ix) Receipt and Crediting of Items

We reserve the right to reject any check or item transmitted through the Business 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 Bank 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 and subject to our standard funds availability policy for the Account to which the deposit is made, deposits received and accepted before a particular time of the day (the "Mobile Deposit Cutoff Time") on a business day are credited on the same day and deposits received and accepted after the Mobile Deposit Cutoff Time on a business day are credited on the next business day. Bank may establish later Mobile Deposit Cutoff Times for checks and items deposited via the Business Mobile Deposit Service, crediting your Account for such checks and items even if received and accepted after the applicable Mobile Deposit Cutoff Time specified in the relevant deposit account agreement governing your Account. In the event that Bank establishes later Mobile Deposit Cutoff Times for checks and items deposited via the Business Mobile Deposit Service, we reserve the right to change the Mobile Deposit Cutoff Times at any time as permitted by law. Regardless of whether Bank establishes later Mobile Deposit Cutoff Times for checks and items deposited via the Business Mobile Deposit Service, you understand and agree that checks and items must be received and accepted by Bank before the applicable Mobile Deposit Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. See the FAQs within the App for details on Mobile Deposit Cutoff Time for the Business Mobile Deposit Service.

(x) Availability of Funds

We will make funds available for checks and items received, accepted, and successfully processed through the Business Mobile Deposit Service according to our standard funds availability policy for the Account to which the deposit is made. For more information, see the FAQs within the App.

(xi) Geographical Constraints

You agree that you will not use the Business Mobile Deposit Service outside of the United States.

(xii) 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 Business Mobile Deposit Service unless we notify you that the check or item will not be accepted for deposit through the Business Mobile Deposit Service.

(xiii) 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 Business Mobile Deposit Service and to modify such limits from time to time.

(xiv) User Warranties and indemnification

You warrant to Bank that:

- You will only transmit eligible checks and items that you are entitled to endorse.
- All checks and items will include all signatures required for their negotiation.
- Images will meet Bank'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 Bank or any other party.
- All information you provide to Bank is accurate and true, including that all images transmitted to SunTrust accurately reflect the 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 Business Mobile Deposit Service only for your own deposits and will not allow the use of the Business Mobile Deposit Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Business Mobile Deposit Service by or for the benefit of any third party.
- You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision or the terms of this Agreement.

OWNERSHIP AND LICENSE

We grant to you a limited, non-exclusive and revocable license to use the Service and the App for business purpose activities. The Service and the App, including the Business Mobile Deposit Service, its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Bank, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not (a) copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, the App or the Business Mobile Deposit Service or (b) remove, obscure, or modify any acknowledgements, credits or legal, intellectual property or proprietary notices, marks, or logos contained in the Service, the App or its content. You may use the Service and the App 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 Service, the App or the Business Mobile Deposit Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Service or the App, including any part of the Business 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.

ACCOUNT INFORMATION

Your Account information is confidential. Bank may, however, disclose information to a third party about your Account or the transfers if you have given us permission to do so; when needed to complete transactions; to verify the existence or status of your Account to a third party such as a credit bureau or merchant; to comply with a court order or the request of a government agency; where it is necessary for activating additional services; or for research purposes to a credit reporting agency. 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.

CREDIT INFORMATION

You agree to allow Bank, 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 or similar agencies, as Bank deems necessary.

FEES AND TAXES

You will pay us all fees that we disclose to you for any of the services that you use. We may change or add new fees for services from time to time. If you continue to use the Service after the change becomes effective, you agree to pay the new fees. In addition, you agree to pay any taxes (other than taxes based on our net income) relating to the services that you use and to pay any out-of-pocket expenses we incur in performing the services for you, including any communication, access, transmission and data processing charges. Your accounts are also subject to the fees set forth in the schedule of fees described in our deposit account rules and regulations. We may change those fees by following the procedures set forth in the rules and regulations. We may collect any fees, taxes or expenses by debiting your accounts with us, offsetting those amounts against any earnings credits relating to any analysis of your deposit accounts, or other applicable method. We reserve the right to charge interest on any amounts that are not paid within thirty (30) calendar days of the due date. We will apply all debits, credits and payments first to unpaid interest and then to fees, taxes and expenses in the order in which they were due. If you fail to pay any amount that you owe us under this Agreement, we have the option of cancelling or suspending the Service or any portion thereof. The Business Online and Mobile Fee Schedule can be found at www.suntrust.com/businessonlinefeeschedule.

DISPUTES

In the event of a dispute regarding the Service, you and Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement and agreements and documents referred to herein constitute the complete and exclusive statement of the agreement between you and Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Bank relating to the subject matter of this Agreement. **No employee of Bank is authorized to make any statement that conflicts with the terms of this Agreement or authorized to alter its terms.**

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.

ARBITRATION AGREEMENT

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. For a Claim subject to arbitration, neither you nor we will have the right to (1) have a court or jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

- i. Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between you or us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Service, this SunTrust Business Online and Mobile Agreement, or any transaction conducted with us in connection with the Service, this Agreement, or our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails or facsimile machines and alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. Upon the demand of you or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration agreement.
- ii. Special Definition of "We," "Us", and "Our." Solely for purposes of this arbitration agreement, the terms "we," "us," and "our," in addition to the meanings set forth in the SunTrust Business Online and Mobile Agreement, also refer to SunTrust's employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. "We," "us," and "our" also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us.
- iii. Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration agreement or any part thereof (including, without limitation, the Class Action Waiver set forth below, this sentence and/or the last sentence of the Survival and Severability paragraph below); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the SunTrust Business Online and Mobile Agreement as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be subject to this arbitration agreement: (1) any individual action brought by you or us in small claims court or your state's equivalent court, unless such action is transferred, removed, or

appealed to a different court; (2) the exercising of any self-help rights; (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; or (4) any action brought by you or us to ascertain or otherwise preserve intellectual property rights or seek redress for impairment of intellectual property rights such as patent, copyright, trademark or trade secret. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration agreement. Moreover, this arbitration agreement will not apply to any Claims that are the subject of (a) a class action filed in court that is pending as of the effective date of this arbitration agreement in which you are alleged to be a member of the putative class (however, you and we will continue to be bound by any prior version of this arbitration agreement), or (b) a motion to compel arbitration filed by us against you before the effective date of this arbitration agreement pursuant to a prior version of this arbitration agreement (however, you and we will continue to be bound by any prior version of this arbitration agreement).

- iv. Federal Arbitration Act. Notwithstanding any choice of law or other provision in the SunTrust Business Online and Mobile Agreement, the parties agree and acknowledge that this arbitration agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”) shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state governing this SunTrust Business Online and Mobile Agreement shall apply.
- v. Class Action Waiver. Notwithstanding any other provision in the SunTrust Business Online and Mobile Agreement, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have the authority to conduct any arbitration in violation of this provision. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.)
- vi. Arbitration Procedures. If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to SunTrust Bank Legal Department, Attn: General Counsel – Arbitration Election, Mail Code 0643, 303 Peachtree Street, N.E., 9th Floor, Atlanta, Georgia 30308, and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding with an arbitration administrator in accordance with this arbitration agreement and the administrator’s rules and procedures. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this arbitration agreement. The arbitration will be administered by JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1.800.352.5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS is unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration agreement. The arbitration will proceed in accordance with this arbitration agreement and the administrator’s rules and procedures in effect at the time of commencement of the arbitration including any expedited procedures, but in the event of a conflict, the provisions of this arbitration agreement shall control. A single arbitrator will be appointed by the administrator and, unless you and us agree otherwise, must be a practicing attorney with (ten) 10 or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with this SunTrust Business Online and Mobile Agreement and the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. The arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by the administrator’s rules or applicable law. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.
- vii. Survival and Severability. This arbitration agreement shall survive any termination of the Service and the termination of the relationship between us, including the termination of this SunTrust Business Online and Mobile

Agreement. If any part of this arbitration agreement is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except that: (a) The parties to this SunTrust Business Online and Mobile Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this arbitration agreement. If the Class Action Waiver is limited, voided or found unenforceable as to any Claim(s), then the parties' arbitration agreement (except for this sentence) shall be null and void with respect to such Claim(s) (but not as to any other Claim(s) that have been or are later brought), subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the paragraph titled "Class Action Waiver" or elsewhere in this arbitration agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

- viii. Effect of Arbitration Award. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

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

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

TERMINATION

In the event you wish to terminate the Service, you may do so by contacting the Client Contact Center. Termination will be effective after we have authenticated your request and have had a reasonable opportunity to act to terminate the Service. Any funds transfers or other transactions Bank has already processed before the requested termination date will be completed by Bank. You are responsible for cancelling any scheduled funds transfers or other scheduled transactions (including bill payments and recurring payments) before the requested service termination date. Bank may terminate or suspend your use of the Service at any time and for any reason, each without advance notice to you. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

ASSIGNMENT

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

NO WAIVER

Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Bank. No delay or omission on the part of Bank 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.

CLIENT CONTACT CENTER

Any reference to the Client Contact Center within this Agreement means SunTrust Client Contact Center, which may be contacted at 800.382.3232.

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.

NOTICE

Any notice we send to you under this Agreement may be given by mail, personal delivery, fax, email, or other electronic means. We may use any address (including email or other electronic addresses) for you shown in our records that we believe in good faith is valid. Any notice we send you will be effective when sent, unless stated otherwise in the notice.

LIMITATION OF LIABILITY

Limitation of liability under this Agreement shall be governed by the terms contained herein and the terms of Bank's deposit account rules and regulations. Your obligations to report errors and discrepancies to us shall be governed by the terms of Bank's deposit account rules and regulations.

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 law provisions, and will be subject to the provisions of all applicable operating circulars of the Federal Reserve Bank and any other applicable provisions of Federal law.

THE FOREGOING SHALL CONSTITUTE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL BANK 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 USE OF THE SERVICE.