



## SUNTRUST DIRECT CONNECT FOR QUICKBOOKS SERVICE AGREEMENT

This Agreement ("Agreement") governs the use of the SunTrust Direct Connect for QuickBooks services ("Direct Connect Service"), including the terms and conditions of the Bill Pay Service, and is made and entered into by and between SunTrust Bank ("Bank," also referred to as "we") and the sole proprietorship, or other business entity, that has accounts set up on the Direct Connect Service ("Customer," also referred to as "you" or as "Direct Connect Client"). You are liable for all transactions initiated through the Direct Connect Service, including overdrafts.

### QUICKBOOKS SOFTWARE

Before you may use the Direct Connect Service, you must have separately purchased and installed Intuit QuickBooks® or Quicken® software. The software must be a version that is compatible with our Direct Connect Service. You acknowledge and agree that we have no responsibility for, we make no representations or warranties of any kind with respect to, and we have no liability for QuickBooks or Quicken software or any software materials provided in connection with such software. QuickBooks and Quicken are registered trademarks of Intuit, Inc. (hereinafter referred to as "QuickBooks").

### SERVICE DESCRIPTION

The Direct Connect Service allows you to access certain of your accounts through QuickBooks. You may access the SunTrust Bank checking, savings, money market, or other deposit accounts ("Accounts") we have included in your setup of the Direct Connect Service through the QuickBooks software. Through your QuickBooks software application, you may view balance and transaction information for those Accounts included in your Direct Connect Service setup, download financial information from those Accounts, and submit Bill Pay transactions or internal transfers between those Accounts. You may also be given View-Only access to your loan and credit card accounts through the Direct Connect Service. You are solely responsible for granting permissions to your users who are authorized to use your QuickBooks software application to access those Accounts included in your Direct Connect Service setup, including to initiate Bill Pay or internal transfers and to download financial information through the Online Banking module of QuickBooks. If you grant access to a user to the Online Banking module in QuickBooks, you will be allowing that user to initiate Bill Pay transactions, transfer funds, and view and download Account information for any of the Accounts included in your Direct Connect Service setup. If you grant a user View-Only access in QuickBooks, you are allowing that user to view Account transactions and balance information as it is reported through QuickBooks. You may access Account information through the Direct Connect Service 24 hours a day, 7 days a week, except for interruptions due to maintenance, system unavailability, or as a result of matters beyond Bank's control. If you are unable to view or download Account information due to system unavailability, you should contact SunTrust Customer Service (as used herein, "Customer Service") according to the instructions provided on the suntrust.com website.

The terms and conditions of the Bank's deposit account rules and regulations and any applicable fee or service schedule, affiliate agreement, signature card, including any disclosures made pursuant to such agreements, schedules or signature cards, and any authorizations and other agreements related to the Direct Connect Service executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference. However, if there is any conflict or inconsistency between the terms and conditions stated in the other Bank 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 (including terms of the Bill Pay Service), applicable fees, and service charges may be modified or amended by Bank from time to time upon written notice sent to you. Your continued use of the Direct Connect Service after such notification of change shall be deemed to be your agreement to be bound by all such changes. Further, Bank may, from time to time, revise or update the applications, services, and/or materials related to the Direct Connect Service (including the Bill Pay Service), which may render all prior versions of such applications, services and/or materials obsolete. Consequently, Bank 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 Bank's more recent revisions and updates. Certain instructions and details regarding the functionality of the Direct Connect Service are provided through the Direct Connect microsite, available at suntrust.com/directconnect, as amended by Bank from time to time.

### CONSENT TO ELECTRONIC CONTRACTING

You agree that Bank may make agreements with you concerning the Direct Connect Service by electronic means. All agreements entered into by electronic means will be deemed valid, authentic and shall have the same legal effect as agreements entered into in writing. 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. You must maintain with the Bank a current email address and telephone number to receive Bank communications relating to the Direct Connect Service. 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. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this Agreement and the Direct Connect Service.

## CONSENT TO THE SERVICE

By clicking the "I Accept" button on the SunTrust Direct Connect for QuickBooks Enrollment website (or by executing a paper version of this agreement), you represent and warrant that you are an authorized signer for all Accounts which you request to be included in your setup of the Direct Connect Service, and you indicate your execution and acceptance of this Agreement and informed consent to the delivery of electronic communications relating to the Agreement and your Accounts. By executing and accepting the terms and conditions of this Agreement, you agree on behalf of each entity whose Accounts are included in your Direct Connect service setup to these Direct Connect for QuickBooks service terms and conditions as amended by the Bank from time to time.

## SECURITY PROCEDURES

Accessing the Accounts included in your setup of Direct Connect Service through the QuickBooks Online Banking module requires the use of a Customer ID and Personal Identification Number (PIN) assigned to Customer. We will issue your Customer ID and initial PIN to the authorized signer accepting this Agreement who is identified on the Direct Connect Service Request form or the SunTrust Direct Connect for QuickBooks Enrollment form. You must change the initial PIN upon your initial access to the Direct Connect Service. Each user you have authorized to access the Direct Connect Service must enter your Customer ID and PIN when connecting to the service through QuickBooks to access your Accounts. You understand that Bank has implemented security procedures for the purpose of verifying the authenticity of the instructions transmitted to Bank by you or your users ("instructions"), and not for the purpose of detecting errors in such instructions. Such security procedures include the Customer ID and PIN. You agree that such security procedures constitute a commercially reasonable method of providing security against unauthorized instructions. We may rely on such security procedures to determine whether any instructions we receive are authentic. You agree to be bound by all instructions issued in your name and verified by Bank in accordance with such security procedures, whether or not you or one of your authorized users for the Direct Connect Service actually gave us those instructions, and you will 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. Once we issue the initial Customer ID and PIN to you, you are solely responsible for controlling access to and maintaining the confidentiality of the Customer ID, PIN, and the security procedures and you must promptly report any breach of that confidentiality to us. Bank has no obligation to verify, by telephone or by any other means, any transaction request it receives from you through the Direct Connect Service if the correct Customer ID and PIN are entered. If your Customer ID or PIN is lost or stolen, or becomes known to an individual other than a user that you have established, you must notify Bank immediately. Failure to notify Bank immediately could result in loss of funds. You should contact Customer Service to report any compromise of your Customer ID or PIN. Bank reserves the right, but shall not be required, to prevent access to the Direct Connect Service should we have reason to believe that the confidentiality of your Customer ID or PIN has been compromised. Bank recommends that you use QuickBooks Enterprise, which allows you to take advantage of user entitlements and other security features such as dual approval and segregation of duties. Bank recommends the use of web browsers that provide encryption using a 128-bit key. Bank recommends that Customers protect their valuable financial information by using the most secure encryption possible.

## COMPUTER EQUIPMENT AND SOFTWARE

You are solely responsible for the maintenance, installations, and operation of your computer and for the software used in accessing the Direct Connect Service. Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will Bank be responsible for any computer virus or malware that affects your computer or the software while using the Direct Connect Service. By accessing the Direct Connect Service through the Internet, 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 access or your inability to access the Direct Connect Service. Additionally, you must have an Internet service provider, an email address, and a web browser to utilize the Direct Connect Service through the Internet.

## ACCOUNT REQUIREMENTS

To subscribe to the Direct Connect Service, you must maintain at least one business Account with Bank. The Direct Connect Service will allow you to access more than one Account to view and download Account balance and transaction information, transfer funds among designated Accounts and pay bills from designated Accounts. You may also be given View-Only access to your loan and credit card accounts through the Direct Connect Service.

## ADDITIONAL ACCOUNTS

To add any personal (consumer) or affiliated business account to the Direct Connect Service, you must be an authorized signer on such account, and you must also complete appropriate Bank documentation requested by the Bank in order to link such account. **All consumer rights or obligations related to any personal (consumer) account added, and any consumer disclosures related to such account, shall be governed by and contained in such documentation. Such documentation shall include but may not be limited to the Direct Connect for QuickBooks Consent for Adding Consumer or Business Accounts, form number 319003. The owner of any consumer account or affiliated business account linked to the Direct Connect Service is neither a party to, nor a third-party beneficiary of, this Agreement with any rights, privileges or obligations under it. All rights or obligations related to any affiliated business account added, shall be governed by and contained in form 319003.** Any such personal or affiliated business account, once added, will be considered an "Account" of the Client pursuant to the terms of this Agreement. An account is a consumer account only if it was established by a natural person (as opposed to a corporation, limited liability company, partnership, sole proprietorship, or any other type of entity) and was established primarily for personal, family or household purposes (as opposed to business purposes) The addition of any consumer

or affiliated business account to the Direct Connect Service is intended to and expected to help accomplish the legitimate business purposes of the Customer or Direct Connect Client entering into this Agreement, not the affiliated business entity or the consumer.

### **AUTHORITY FOR OTHER ENTITIES**

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

### **TRUST ACCOUNTS**

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 Direct Connect 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 specified by you. 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 Direct Connect 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.

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

### **TRANSFER LIMITS AND DAILY PROCESSING DEADLINES**

Account information displayed through the Direct Connect Service is the current available information at the time the transaction is entered. Transactions (other than Bill Pay transactions) initiated using the Direct Connect Service and received by Bank or its agent(s) by the daily cut-off time of 4:00 p.m. ET on a Business Day will be effective on the next Business Day. Transactions (other than Bill Pay transactions) initiated using the Direct Connect Service and received after 4:00 p.m. ET on a Business Day, or received on any non-Business Day, will be effective on the second Business Day following the day the transaction was initiated. Bill Pay transactions will be effective on the specified Scheduled Payment Date (as defined below). Note that the Direct Connect Service does not allow for same-day processing of transactions. Transactions are limited to the balance or availability of the Account, provided that no transfer or payment may be for less than \$.01 or more than \$99,999,999.99. If your transfer or payment exceeds the available balance in the Account or does not fall within the outer limits stated above, it will not be processed. Transfers from Accounts can be one-time, recurring, and/or future transfers.

As used herein, "Business Day" means every Monday through Friday, excluding Federal Reserve holidays.

### **PAYMENT OR FUNDS TRANSFER AUTHORIZATION AND REMITTANCE**

Bank will use reasonable efforts to effect all of your payments and funds transfers (including payments under the Bill Pay Service), or transactions as instructed by you in accordance with the requirements of the Direct Connect 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, transfer or transaction 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;
2. The payment or funds 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 (such as, 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.

## **FUNDS TRANSFER CANCELLATION REQUESTS**

You may cancel or edit any scheduled funds transfers (including recurring funds transfers) by following the directions within the QuickBooks software application. There is no charge for canceling a scheduled funds transfer. Once Bank has begun processing a funds transfer, it cannot be cancelled or edited; therefore, you must instead submit a stop payment request through a different channel.

## **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 the Direct Connect Service.

## **TERMS AND CONDITIONS OF THE BILL PAY SERVICE**

If you choose to subscribe to the Bill Pay Service in addition to the Direct Connect Service, you are subject to the following additional Bill Pay Service terms and conditions (titled "Bill Pay" within this Agreement). Selection of the Bill Pay Service will enable you to make payments (either one time or recurring payments) online from your designated checking or deposit Account to Billers as you direct, use the electronic bill presentment feature to receive bills from participating Billers, and view Biller bill summary and bill detail information.

### **BILL PAY – SERVICE DEFINITIONS**

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

"Biller" is the person or entity to whom you wish a 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 bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller address and telephone number, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking or deposit Account from which bill payments will be debited.

"Scheduled Payment Date" is the day you want your Biller to receive your 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 on 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.

### **BILL PAY – BILL PAYMENT SCHEDULING**

The earliest possible Scheduled Payment 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, 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.

### **BILL PAY – THE SERVICE GUARANTEE**

Due to circumstances beyond the control of Bank, 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, 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.

### **BILL PAY – 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 received 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.

### **BILL PAY – BILL PAYMENT METHODS**

Bank 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. The date that 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 for all bill payments.

### **BILL PAY – PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Pay Service 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, you must instead submit a stop payment request through a different channel.

### **BILL PAY – 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.

### **BILL PAY – 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 Bank 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 the sole responsibility of you and not of Bank.

### **BILL PAY – BILL DELIVERY AND PRESENTMENT**

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 Biller directly if you do not receive your statement(s) from such Biller. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

- (i) **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. You will need to make any necessary changes to your personal information by contacting the Biller directly. Additionally, it is 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.
- (ii) **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.
- (iii) **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 or other authorization codes for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- (iv) **Delivery of Bills** - The Bill Pay Service will use commercially reasonable efforts to present all of your electronic bills promptly, and to provide notification to you within the Service when electronic bills are delivered. However, 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 electronic bill delivery and notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- (v) **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 by contacting Customer Service. 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 sole 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.
- (vi) **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 directly from the Biller.
- (vii) **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 your liability or obligations that currently exist between you and your Billers.

#### **BILL PAY – 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.

#### **BILL PAY – 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:

- (i) You will reimburse Bank for any returned transaction amount(s) immediately upon demand;
- (ii) 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;
- (iii) You will reimburse Bank for any fees imposed by any financial institution as a result of the return;
- (iv) You will reimburse Bank for any fees it incurs in attempting to collect the amount of the return from you; and
- (v) Bank is authorized to report the facts concerning the return to any credit reporting agency.

#### **BILL PAY – ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information related to your Bank records and Customer ID is current and accurate. This includes, but is not limited to, name, address, phone number(s) and email address(es). Contact information changes can be made by contacting Customer Service, and such changes will be effective within seven to ten Business Days. You may change the Account selected as the Payment Account for Scheduled Payments within the Bill Pay Service application, but in order to add or delete Accounts, you must follow the applicable guidelines in this Agreement. Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **BILL PAY – SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Bill Pay Service, you may do so by contacting Customer Service. 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 already processed before the requested cancellation date will be completed by Bank. You are responsible for canceling any Scheduled Payments (including recurring payments) before the requested cancellation date. Bank may terminate or suspend your use of 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.

#### **BILL PAY – BILLER LIMITATION**

Bank reserves the right to refuse to pay any Biller to whom you may direct a payment. Bank will notify you promptly if it decides to refuse to pay a Biller designated by you. Bank is not required to provide this notification in the event you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **BILL PAY – 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 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. 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.

#### **BILL PAY – INFORMATION AUTHORIZATION**

Your enrollment in the Bill Pay Service may not be fulfilled if Bank cannot verify identity or other necessary information about you or, where applicable, any 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 (for example, to resolve payment-posting problems or for verification).

#### **BILL PAY – PROTECTION OF BANK'S THIRD PARTY SERVICE PROVIDER**

Bank utilizes a third party service provider in providing the Bill Pay Service. As a result, you agree that (a) each reference to "Bank," "we," "us" and "our" in any provision of the Bill Pay Service terms and conditions limiting our liability to you or imposing an indemnification obligation on you will 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.

## **BILL PAY – CONSUMER TRANSACTIONS AND CONSUMER ACCOUNTS**

You agree that transactions initiated through the Bill Pay Service should not be initiated for personal, family or household purposes and that consumer transactions should be initiated from the SunTrust consumer online banking system whenever possible. If such transactions are initiated through the Bill Pay Service of Direct Connect they must be made only from consumer (personal) Payment Accounts. You agree that you shall not use the Bill Pay Service to make any payments for personal, family or household purposes from any business Payment Account. Similarly, you agree that you shall not make payments for a business purpose from any consumer (personal) Payment Account.

## **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 Direct Connect Service you agree the information and transfers will be recorded and/or data captured. By using the Direct Connect Service you consent to such recording.

## **CREDIT INFORMATION**

You agree to allow Bank, for the purpose of qualifying and maintaining your Accounts and the Direct Connect Service, to the extent permitted under applicable law, to obtain information from credit reporting agencies or similar agencies, as Bank deems necessary.

## **SERVICE FEES, TAXES AND ADDITIONAL CHARGES**

"Billing Account" is the business Account designated by you from which all Direct Connect Service fees will be automatically debited. Any applicable fees will be charged regardless of whether the Bill Pay Service or any other aspect of the Direct Connect Service was used during the billing cycle. There may be a charge for additional Accounts and other optional services. You agree to pay such charges and authorize Bank to deduct the calculated amount from your designated Billing Account, which must be a business account which will be established as part of your implementation of the Direct Connect Service, along with any additional charges that may be incurred by you. You must notify Bank of any changes to the designated Billing Account. You will pay us all fees that we disclose to you for services you have requested and that are available for your 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 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 canceling or suspending the performance of any further services for you. 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.

## **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.

## **DISPUTE RESOLUTION**

In the event of a dispute regarding the Direct Connect Service, you and Bank 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 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. If there is a conflict between what an employee of Bank says and the terms of this Agreement, the terms of this Agreement will prevail.

## **MEDIATION**

Should any dispute arise between you and Bank relating to the Direct Connect Service and if following the good faith negotiation of the dispute, it cannot be resolved, Bank may elect to submit the dispute claim to mediation. Mediation shall be conducted at the nearest office of the mediation organization mutually agreed upon by you and Bank.

## **ARBITRATION**

Notwithstanding any other provision in this Agreement, if either you or Bank have any unresolvable dispute, controversy or claim, whether founded in contract, tort, statutory or common law, concerning, arising out of or relating to the Direct Connect Service, including any claim regarding the applicability, interpretation, scope or validity of this arbitration clause (a "Claim") and upon the demand of either party, it will be settled by individual (not class or class-wide) binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration clause and the then-current Commercial Financial Disputes Arbitration Rules, including any expedited procedures. A demand that a Claim be

submitted to arbitration may be made before the initiation of any legal proceeding or within ninety (90) days following the service of a complaint, third-party complaint, cross-claim or counterclaim and if a party in a pending legal proceeding demands a Claim to be submitted to arbitration, the party initiating the action will immediately dismiss the legal proceeding and file the Claim in arbitration. Arbitration hearings will be held in a mutually agreeable location or if no such agreement can be reached, the city where the dispute occurred. A single arbitrator will be appointed by the AAA and, unless the parties agree otherwise, shall be a practicing attorney or retired judge having experience with and knowledge of banking law. The arbitrator will follow the applicable substantive law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, but no award of attorneys' fees shall be made. A judgment on the award may be entered by any court having jurisdiction. The parties agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement. Nothing in this arbitration clause shall be construed to prevent either party from exercising any self-help rights, including repossession, replevin, set-off, attachment, recoupment, foreclosure or any other form of relief allowed by law to enforce a security interest and the institution and/or maintenance of any such litigation shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration clause.

#### **JURY TRIAL WAIVER**

**FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND BANK 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, RELATING TO THE DIRECT CONNECT SERVICE OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND BANK. FURTHER, YOU AND BANK HEREBY AGREE THAT ANY LITIGATION WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION.**

#### **TERMINATION**

In the event you wish to terminate the Direct Connect Service, you may do so by contacting Customer Service. Termination will be effective after we have authenticated your request and have had a reasonable opportunity to act to terminate the Direct Connect Service. Any funds transfer(s) Bank has already processed before the requested termination date will be completed by Bank. You are responsible for canceling any scheduled funds transfers (including bill payments and recurring payments) before the requested termination date. Bank may terminate or suspend your use of the Direct Connect Service at any time and for any reason, each without advance notice to Customer. 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.

#### **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 the Bank's deposit account rules and regulations. Your obligations to report errors and discrepancies to us shall be governed by the terms of the 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 laws 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 AGREEMENT SHALL CONSTITUTE PROVIDER'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 INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE DIRECT CONNECT SERVICE.

The signature block below must only be completed when the document is being signed in paper form.

Authorized Signature for the  
Direct Connect Client:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Title

\_\_\_\_\_

Primary Business Account Number

\_\_\_\_\_

Date

\_\_\_\_\_ 20 \_\_\_\_\_

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