

Online Banking for Business Terms & Conditions

These Terms & Conditions (the "Agreement") apply to the Online Banking services provided to you by Webster Bank, N.A. (the "Bank"). The Bank's Online Banking Services ("OLBS") have a number of features: Online Banking, Bill Pay, Electronic Statement Delivery (E-Statements), Mobile Banking and Mobile Deposit. Online Banking is always included in OLBS, but Bill Pay, E-Statement, Account Reconciliation and Positive Pay, Automated Clearing House (ACH) Origination Service, Wire Funds Transfer Service, Mobile Banking and Mobile Deposit are included in OLBS only if you elect them in your OLBS application or if you sign up for them. This Agreement and the agreements for the respective other services you sign up for are used in conjunction with the Deposit Account Agreement which covers account terms and conditions.

I. AVAILABLE PRODUCTS AND SERVICES

Subject to the provisions of this Agreement, Online Banking can be used to (a) give an order to the Bank to make a transfer of funds from any of your deposit accounts to any other of your deposit accounts or any of your loan accounts as long as your OLBS application designates the account from which the transfer is to be made as an account from which transfers can be made, (b) request from the Bank available information concerning any of your deposit accounts and transactions involving any of your deposit accounts, (c) establish "Alerts," which are electronic messages that may be generated and sent to you when certain events occur or when your account reaches a certain balance, and/or (d) give an order to the Bank to stop payment on any check issued on one of your deposit accounts with the Bank.

E-Statements

Subject to the provisions of this Agreement and the E-Statement Disclosure which is incorporated herein by reference, by enrolling for E-Statements you can receive your statements electronically (via Online Banking). You must agree to the terms of the E-Statement Disclosure before electing to receive E-Statements.

Mobile Banking

Subject to the terms of this Agreement, Mobile Banking offers customers mobile access to their account information (e.g., for checking balances, last transactions, bill payment), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires that the Customer 1) download a Webster mobile application from Apple or Android (Google Market) stores for their mobile devices (iPhone, iPad, Android phone or tablet), 2) identify relevant Bank accounts, and 3) provide a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter in the mobile application. Additionally, Customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the Customer. This service will be on-going. Message & Data rates may apply. Message frequency will vary. Customers will be allowed to opt out of this program at any time.

Mobile Deposit

Subject to the provisions of this Agreement and the Cash Management Agreement, Mobile Deposit can be used to make certain deposits to an eligible account electronically by using your mobile device (iPhone, iPad, Android phone or tablets) to create an electronic image of a paper check or other paper source by scanning and transmitting it and related data to the Bank.

Bill Pay

Subject to the provisions of the Business Bill Pay Agreement and of this Agreement, Bill Pay can be used to (a) give an order to the Bank to make a non-recurring payment from your payment account, (b) give an order to the Bank to make a series of recurring payments of the same amount from your payment account, (c) give an order to the Bank to edit, by changing or canceling, an order to make a future payment from your payment account that was previously given through Bill Pay, (d) give an order to the Bank canceling as to future payments an order to make a series of recurring payments of the same amount from your payment account that was previously given through Bill Pay and (e) request from the Bank available information concerning payments from your payment account made through Bill Pay. Because the payee from your payment account made through Bill Pay will not receive a payment stub with the payment and because the payee may process payments made without a payment stub at a different location than is normally the case or may take longer than is normally the case to process those payments, it may be advisable for you to verify with

the payee the address to which the payment should be sent and the period of time required for the posting of the payment.

II. DEFINITION

In this Agreement, (a) "we," "us," "our" and "ours" mean the Bank, (b) "you" and "your" mean anyone who signs an application for OLBS, (c) "your application" means your OLBS application as submitted to us or as changed by any updating information submitted to us at any time, whether online, in writing or in any other way, (d) "your deposit accounts" means all deposit accounts with us that are designated in your application and are approved by us as deposit accounts accessible through OLBS, (e) "your loan accounts" means all loan accounts with us that are designated in your application and are approved by us as loan accounts accessible through OLBS, (f) "your line of credit account" means your overdraft line of credit, (h) "your identification numbers" means all the customer identification numbers and personal identification numbers assigned to you by us or chosen by you for use with OLBS, (i) "Business Day" is every day except Saturday, Sunday, and Federal holidays and (j) "Site" shall mean our Online Banking website.

III. COMPUTER RELATED SOFTWARE

The installation, maintenance, operation and use of the computer, related equipment (for example, modem, telephone and other telecommunications equipment) and software you use for OLBS are your responsibility. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR TO THE EXTENT APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT TO US USING ANY TELEPHONE, ONLINE ACCESS OR OTHER SERVICE YOU USE TO CONNECT TO OLBS, (B) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF OLBS, OR (C) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF SUCH COMPUTER, RELATED EQUIPMENT OR SOFTWARE.

IV. INFORMATION AGGREGATORS

Some people arrange with an information aggregator, or "screen scraper," to have all their financial information- bank accounts, brokerage accounts, credit card transactions, mortgage, investments, and even mileage awards – in one place on the web. To make this possible, people must give their user ID and password (or other credentials) to various online accounts so that the information can be viewed on the information aggregator's website. If you voluntarily give your account information to an information aggregator or screen scraper, you recognize that you do so at your own risk. You understand we cannot verify the identity of the person gaining access to your account(s), whether that person is you, another individual to whom you have given your account information, or an information aggregator. If you share your account number with others, you agree that we will not be liable for the consequences. We may terminate your access to our online services if we have reason to believe an information aggregator or screen scraper is gaining access to your accounts.

V. STOP PAYMENT

1. Checks Drawn on Your Checking Account

To place a stop payment order on a check or range of checks, you may send an electronic instruction through Online Banking. To place a stop payment on a single check you must transmit to us the exact amount of the item, the number of the check, and the number of the account; otherwise, the Bank's computer may not catch the stop payment order. For a range of checks the beginning and ending check numbers are mandatory. The Bank is not responsible if the information transmitted does not exactly match the item you intended to stop. The Bank is entitled to a reasonable period of time after you give a stop payment order to act upon the instruction. An electronic stop payment order is effective for 6 months, unless renewed by a subsequent electronic instruction prior to the order becoming ineffective. If the Bank re-credits your account after paying a check over a stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action taken against that person. Except as required by law, the Bank will not honor stop payment orders on teller's checks, official checks, cashier's checks, guaranteed checks or certified checks.

2. *Stop Payment on Electronic Transfer of Funds*

You may not stop payment on any electronic transfer of funds. You may, however, cancel an order regarding a future payment as described in the agreements specific to such electronic transfer of funds.

VI. MOBILE BANKING SPECIFIC PROVISIONS

By enrolling for and using the Mobile Banking service, you agree to the following:

1. There is no service fee for this service, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.
2. As a convenience, we may automatically enroll you in certain Alerts and Push Notifications (for Mobile Banking) to help you manage your account(s). You can find these Alerts in your Settings tab on your mobile device, under Notifications. Scroll down to the Webster Mobile Banking app. If you prefer not to receive these Alerts, you can deselect them. You can activate the e-Treasury mobile alerts on the desktop application under My Settings in Subscriptions.
3. Alerts and Mobile Banking services are provided for your convenience and do not replace your monthly account statement (s), which are the official record of your accounts.
4. We will use commercially reasonable efforts to secure the Mobile Banking service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe and despite our efforts the security of the Mobile Banking service could be compromised, or malicious code could be introduced by third parties.
5. You agree that Alerts and information delivered through Mobile Banking may not be encrypted and may include personal or confidential information about you such as your account activity or status and for phone Alerts, may be delivered to voicemail or answering machines if someone does not answer the number you provide.
6. Receipt of each Alert or account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your internet service provider(s), phone carrier(s), or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery,

misdirected delivery or mishandling of, or inaccurate content in, the Alerts or account information sent through Business Mobile Banking. Carriers are not liable for delayed or undelivered messages

7. Mobile Banking is only available to customers who have a deposit or loan account with us.
8. If you have questions, you can contact us at 855-274-2800. We can answer any questions you have about this service.
9. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

VII. Biometric Login for Mobile Banking

Biometric login is an optional biometric sign-in method for Webster Bank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Webster Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Webster Bank Mobile Banking. Webster Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password or other credentials). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Webster Bank Mobile Banking.

VIII. GENERAL PROVISIONS FOR ALL OLBS

a) Service Providers.

We are offering you the OLBS through one or more "Service Providers" that we have engaged to render some or all of the OLBS to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to

all the rights and protections that this Agreement provides to us. For purposes of the Bill Pay Service, the Service Provider is CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc.

b) *Changes to Service, Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach*

You may request us to change the processing instructions for any OLBS at any time. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

In the event you wish to cancel an OLBS, you may telephone us at 855-274-2800 during Client Services Support hours; and/or write us at:

Webster Bank N.A.
Attention: Corporate Services
360 Hamilton Ave
White Plains, NY 10601

Any transfer(s) or payments we have already processed before the requested cancellation date will be completed by us. All Scheduled Payments including recurring payments will not be processed once the applicable service is cancelled.

If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the OLBS; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this

Agreement, access to the Site, and/or use of the OLBS for any reason and at any time.

Neither termination nor suspension shall affect your liability or obligations under this Agreement. The remedies contained herein are cumulative and are in addition to the other rights and remedies available to us under the other agreements and disclosures referenced herein, by law or otherwise.

c) Communications

You agree that we may provide notices to you by posting them on the Site, sending you an in-product message within the applicable OLBS, emailing it to an email address that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of OLBS may receive certain notices (such as notice and receipt of transfers) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty- four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section *d.*, below. We reserve the right to charge you a reasonable fee to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications. The hardware and software requirements to electronically access and retain the notices provided to you are stated in Section III. In general, you can access and retain these notices through a computer or other electronic device with internet access that it is running a supported operating system and Internet web browser, such as Firefox, Safari and Chrome, that has software to view and print portable document format ("pdf") documents. You can print or save these notices by using the "print" or "file save" options on your internet browser.

By providing us with a telephone number (including a wireless/cellular mobile telephone number and/or an email address), you consent to receiving autodialed and prerecorded message calls from us at that number and/or e-mails from us for non-marketing purposes. For example, we or our Service Provider may contact you in connection with validating or processing a transaction that you've requested through the Service.

d) *Errors, Questions, and Complaint*

1. Except as otherwise stated in this Agreement, notice to us concerning the Site or the OLBS must be sent by postal mail to:

Webster Bank N.A.
Attention: Corporate Services
360 Hamilton Ave
White Plains, NY 10601

In case of errors or questions about your transactions or concerning the OLBS, you should, as soon as possible, telephone Client Services Support at 855-274-2800 during Client Services Support hours, provided such telephone calls will not constitute legal notices under this Agreement; and/or write us at the above address.

2. If you think your transaction history is incorrect or you need more information about an OLBS transaction listed in the transaction history, you should notify us immediately. In the notice, you must:
 - a) Tell us your name.
 - b) Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 - c) Tell us the dollar amount of the suspected error

e) *Password and Security*

If you are issued or create any password or other credentials to access the OLBS or the portion of the Site through which the any of the OLBS are offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or OLBS without your consent, you must inform us at once at the telephone number provided in section d above.

f) *Disclosure of Account Information to Third Parties*

It is our general policy to treat your account information as confidential, as set forth in our Privacy Notice which is incorporated herein by reference.

g) *Check Imaging*

Images of your cancelled or substitute checks will be available to you through OLBS for viewing and printing. Other than making these images available through OLBS, we will return your cancelled or substitute checks with your E-Statement ONLY upon request and subject to a fee (see the Bank's Fee Schedule). You agree that viewing these images through OLBS is deemed a reasonable manner of making checks or other items available to you for purposes of complying with the requirements of applicable law, including Section 4-406(1) of the New York State Uniform Commercial Code. Once you receive your statement, you must exercise reasonable care and promptness to examine it and the images available through OLBS in order to discover any unauthorized signature or alteration and you must notify us promptly.

h) *Failed or Returned Transfers*

In using the OLBS, you are requesting us to make transfers for you from your account(s). If we are unable to complete the transfer for any reason associated with your account (for example, there are insufficient funds in your account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

- 1) You will reimburse us immediately upon demand the transfer amount that has been returned to us.
- 2) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed.
- 3) You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated account by ACH debit.

- 4) You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and,
- 5) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

i) *Service Fees and Additional Charges*

Applicable fees will be disclosed in the user interface for the for the applicable OLBS. Any applicable fees will be charged regardless of whether the OLBS was used, except for fees that are specifically use- based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from any account you hold with us, for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. To obtain a copy of the fee schedule, contact your Webster Relationship Manager or contact us at 855-274-2800.

j) *Amendments*

This Agreement, applicable fees and service charges may be altered or amended by us from time to time. In such event, we shall provide notice to you. Any use of the OLBS after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the OLBS's more recent revisions and updates. In addition, as part of your use of any applicable OLBS, you agree to receive all legally required notifications via electronic means

k) *Exclusions of Warranties*

THE SITE AND 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 TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

l) *Taxes*

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

m) *Address or Banking Changes*

It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Client Services Support for the Service. Any changes in your accounts should also be made in accordance with the procedures outlined within the service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate account or contact information.

n) *Limitation of Liability*

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY

STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR

THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

o) Indemnification

You agree to defend, indemnify, and hold us, our officers, affiliates, employees and agents harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

1. your breach of any of the warranties made by you pursuant to Agreement;
2. your use of the Site or any OLBS;
3. any claim pertaining to any warranty or indemnity that we make with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and all other laws, regulations and industry and clearing house rules applicable to Items and the Products; and
4. your unauthorized use of the Products; and any violation by you of any laws and regulations applicable to the use of the Products.

p) Release

If you have a dispute with one or more other users of the Site or the OLBS, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by § 1542 of the California Civil Code, which reads: "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

q) Intellectual Property

All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

r) *Links and Frames*

Links to other sites may be provided on the portion of the Site through which the OLBS is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the OLBS web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send

cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

s) *Total Agreement*

Except for any agreement between you and us concerning any deposit account, loan account or transfer of funds, and the agreements for the specific services you have enrolled in, this Agreement constitutes and represents the entire agreement between you and us regarding the OLBS we provide you and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between you and us relating to such Service. This Agreement will be controlling in the event of any conflict between it and any other document or written or oral statement (including but not limited to by one of our Client Services Support representatives).

This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us, and nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us.

Notice of final agreement. This written agreement represents the final agreement between us and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

t) *Severability, No Waiver*

If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

u) *Assignment*

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

v) *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.

w) *Governing Law; Waiver of Jury Trial*

This Agreement is governed by and interpreted according to (i) the law of the State of New York, without reference to the principles of conflicts of law of such state and (ii) to the extent applicable, U.S. Federal law. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates or any intended third-party beneficiary arising under or relating to this Agreement.

Effective Date: November 1, 2021