

## **Consent to Electronic Communications for Small Business**

Capitalized terms not otherwise defined in this Consent to Electronic Communications for Small Business (the "Consent") have the meaning set forth in the Business Online and Mobile Banking Agreement (the "Agreement") below.

To use the Services, consent to receive electronic communications must be provided as described below. Successful use of the Services by a User demonstrates ability to access information about the Services that we have posted on our online or mobile site or our Small Business Mobile Banking App.

**Electronic Communications You Consent to Receiving.** Electronic communications covered by this Consent may include at least the following: (i) the initial disclosure statement or agreement governing the Services; (ii) any disclosures required by federal, state or local law; (iii) letters, notices or alerts regarding the Services or the Account(s); and (iv) any changes to the Services or the Account(s). This list is not exhaustive and the Consent covers any electronic communications we may send relating to the Services or the Account(s).

**Online Statements.** If you currently receive statements relating to the Account(s) electronically ("online statements"), you should review the Small Business Online Statement Terms and Conditions again as they may have changed since they were last accepted. If you do not currently receive online statements, as described in the Agreement, we encourage you to receive online statements by enrolling and agreeing to the Small Business Online Statement Terms and Conditions. This Consent also applies to your receipt of online statements and is incorporated into the Small Business Online Statement Terms and Conditions. Online statements may include information about the Account(s), including your balance or the due date. We will never include your full account number, tax identification number or social security number in e-mails or other messages we send to you.

**Recurring Payments.** If recurring payments from the Account(s) have been authorized, these payments will continue until a requested end date or recurring payments are canceled. Revocation of this Consent to electronic communications or discontinuing use of one or more of the Services will not cancel recurring payments unless expressly requested.

**Access to Your Electronic Communications.** Electronic communications may be viewed by any User through our website or Business Mobile Banking App or with access to an e-mail account provided to us in the Setup Form for delivering these communications. Electronic communications also may be retained by the hardware or software used to view Account information or an authorized e-mail account.

**Withdrawing Your Consent.** To withdraw consent to electronic communications, a Business Authorized Signer must contact us in writing at Fulton Bank, N.A., PO Box 6, East Petersburg, PA, 17520 or by calling us at 1.800.385.8664. Consent may be withdrawn free of charge. We will

not impose any fee to process the withdrawal of this Consent to electronic communications. Withdrawal will be effective once we process the request.

**Your Obligation to Update Your Contact Information.** You agree to update any e-mail or other contact information that you or any User provide so that you will continue to receive important information relating to the Account(s) and the Services. We have no obligation to update any e-mail addresses or other contact information you or a User provide, including if we become aware that this information may not be current.

**Hardware and Software Requirements.** To access and retain electronic communications, Users must have the following:

- A personal computer with Internet access with 128-bit encryption or a mobile device with either sufficient memory or access to sufficient memory to save any applicable electronic communications.
- Internet access with a current version of a widely-used web browser (for example, Microsoft Internet Explorer, Google Chrome, Safari, or Firefox) or our Business Mobile Banking App.
- An E-mail address.
- Adobe Acrobat Reader 6 or later version (download it at <https://www.adobe.com>, or other current version of a pdf reader to view statements on a computer. To view statements through our Business Mobile Banking App, it may be necessary to download additional apps depending on the mobile device.
- Either a printer, hard drive or other storage device.

**Requesting Paper Statements.** A User may request a paper copy of any online statement by accessing our website. We may charge you a fee for a copy request as set forth in our fee schedule(s).

**Electronic Communications Will Be Considered "in Writing."** All electronic communications from us are considered "in writing." The Business Authorized Signer accepting this Consent and agreeing to the Agreement should retain a copy of this Consent and the Agreement and print or save any other electronic communications, including the Small Business Online Statement Terms and Conditions, as applicable.

**Acceptance of This Consent to Receive Electronic Communications.** The signature of a Business Authorized Signer in the Agreement below will constitute your acceptance of the terms of this Consent and your agreement to receive electronic communications as described in this Consent.

Last Updated April 2024

## **Small Business Online and Mobile Banking Agreement**

Fulton Bank, N.A., Member of the Fulton Financial Family

This Small Business Online and Mobile Banking Agreement (the "Agreement") is a contract between you and us that governs the use of any Services. As used herein, the terms below have the following meanings:

1. "You" and "your" refer to the proprietorship, corporation or other business named in the Setup Form. If more than one person and/or company is named, the words "you" and "your" refer to each such person and/or company.
2. "Account," "Account(s)" and "Accounts" mean any deposit and loan accounts of yours or a Business Authorized Signer.
3. "Business Authorized Signer" means each agent of yours indicated on the Setup Form that is authorized to bind you and to execute documents on your behalf.
4. "Business Administrator" means each agent of yours indicated on the Setup Form that is authorized to administer and oversee your use of the Services under this Agreement.
5. "FB," "we," "our" or "us" refer to the banking subsidiary of Fulton Bank, N.A. named in the Setup Form.
6. "Rules and Regulations" means the Fulton Bank Rules and Regulations for Deposit Accounts.
7. "Service Provider" means any companies that we have engaged (and any affiliates of such companies related by common ownership or control) to render some or all of the Services to you on our behalf.
8. "Service" or "Services" means any service or services that we may make available to you through our online or mobile banking platforms pursuant to the terms of this Agreement.
9. "Setup Form" means the Small Business Online Banking Registration Form, as may be modified from time to time, you previously completed.
10. "Terms of Services" means an agreement or agreements that set forth terms for a specific Service or group of specific Services accessible through our online or mobile platforms.
11. "User" means a person authorized by you to use one or more of our Services under this Agreement, including any Business Administrator and, in connection with certain Services, any Authorized User.
12. "Username" means the valid username that identifies and is associated with an applicable User.
13. "User Password" means a valid and unique password (or other required authentication factor) that corresponds to a valid Username.

Capitalized terms not otherwise defined herein have the meaning set forth in the Rules and Regulations and/or an applicable Terms of Service, as applicable.

The execution of this Agreement by a Business Authorized Signer will constitute your acknowledgement, consent and agreement to each of the terms and conditions of this Agreement.

This Agreement supplements the Rules and Regulations and other agreements that generally govern any of the Accounts that you access through these Services. This Agreement may be supplemented by Terms of Service applicable to one or more Services. We recommend reviewing the Rules and Regulations, any applicable Terms of Service and any additional agreements, disclosures and schedules for information on applicable fees, transaction limitations, liabilities and remedies, and for other restrictions that might impact your use of these Services.

If terms in this Agreement conflict with terms in the Rules and Regulations, then the terms in this Agreement will control and take precedence, unless this Agreement specifically states otherwise; provided, however, that if any terms used in an applicable Terms of Service conflicts with terms in this Agreement, then the terms in that Terms of Service will control and take precedence, unless the Terms of Service specifically states otherwise. If the Rules and Regulations or an applicable Terms of Service have terms that are not addressed in this Agreement (such as the arbitration-related terms in the Rules and Regulations), the terms of the Rules and Regulations or that Terms of Service, as applicable, will control and take precedence, unless this Agreement specifically states otherwise.

We may offer one or more of the Services through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. You agree that we have the right under the Rules and Regulations, this Agreement or an applicable Terms of Service to delegate to Service Providers all of the rights and performance obligations that we have under the Rules and Regulations, this Agreement or an applicable Terms of Service, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that the Rules and Regulations, this Agreement or an applicable Terms of Service provides to us.

You agree that you must have an Account with us to access these Services and that your use of the Services will be only for business purposes. FB reserves the right to determine, in our sole discretion, whether a transaction is for a “business purpose”, and our determination is final. The Services we offer online and through mobile devices may change from time-to-time and this Agreement will be updated to reflect such changes accordingly. Use of the Services, as modified, by any applicable User, constitutes your acceptance of any changes to this Agreement and any applicable Terms of Service.

**You understand and agree that the Services offered pursuant to this Agreement are only for business purpose transactions, and you further agree that you will not use the**

**Services for personal, family, or household purposes under any circumstances.** For ease of use, use these links to quickly find any applicable information:

- I. The Services**
  - A. Managing The Accounts Through Our Website (including using mobile devices)
  - B. Related Fees for the Services
  - C. Your E-mail Address
  - D. Authentication and Security
  - E. Message Center and Contacting Us About the Services
  - F. Notices to You
- II. Transaction History and Online Statements**
  - A. Deposits
  - B. Certain Loans
- III. Transfers**
  - A. Authorization of Transactions
  - B. Liability of Unauthorized Transactions
  - C. Transfers Within FB
  - D. Zelle®
  - E. Important Information About Savings Accounts
  - F. Cancelling Transfers
  - G. Connect to Quicken and QuickBooks with Your FB Accounts Using Direct Connect or Web Connect
- IV. Paying and Receiving Bills**
  - A. Small Business Bill Payment Service
  - B. Payments From Accounts
  - C. Bill Pay Users
  - D. Zelle® Payment Service
- V. Domestic Wire Transfer Service**
  - A. Domestic Wire Transfers
  - B. Initiating Domestic Wire Transfers
  - C. Processing Cut-Off Times
  - D. Availability of Funds
  - E. Dual Control Approval
- VI. ACH Payment Service**
  - A. ACH Payments
  - B. Initiating ACH Payments
  - C. Dual Control Approval
  - D. Processing Cut-off Times
  - E. Prefunding
  - F. ACH Prenotes
- VII. Mobile Check Deposit**
  - A. Description of Mobile Check Deposit

- B. Eligible Checks and Check Requirements
- C. Check Images
- D. Safeguarding Used Checks
- E. Notifications and Deadlines
- F. Funds Availability
- G. Deposit Limits
- H. Fees
- I. Returned Checks
- J. Investigations
- K. Additional Obligations You Have Relating to Mobile Check Deposit
- L. Limitations on FB's Liability Relating to Mobile Check Deposit

**VIII. Service Limitations, Liabilities and Remedies**

- A. Authorization of Transactions
- B. Liability for Unauthorized Transactions
- C. Daily Limitations
- D. Business Days
- E. Fees for the Services
- F. Insufficient Funds and Stop Payments
- G. Timeliness of Information
- H. Availability of the Services
- I. Electronic Transaction Errors
- J. Performance Limitations
- K. No Warranty
- L. Dormant Accounts
- M. Denial of Access and Termination of the Services By FB
- N. Termination of the Services by You
- O. E-Mail Notifications and Alerts
- P. Governing Law
- Q. Severability and Headings
- R. Business Use Only
- S. Limitation of Liability
- T. Personal Accounts; Consumer Use
- U. Changes to This Agreement
- V. How We May Contact You
- W. Receipts and Transaction History
- X. Eligibility
- Y. Links and Frames

**IX. Your Responsibilities**

- A. General Responsibilities
- B. Technology Requirements for Business Mobile Banking
- C. Security Responsibilities
- D. Your Privacy

- E. Privacy of Others
- F. Acceptable Use
- G. Taxes
- H. Address or Banking Changes

## **I. The Services**

### **A. Managing The Accounts Through Our Website**

Users may access the Services and Account information through our website by registering for Business Online Banking via our website or using our Business Mobile Banking App. To do so, a User will need (1) either a working connection to the Internet via a recent-generation, widely used web browser on your computer or a mobile device compatible with the latest version of our Business Mobile Banking App, (2) a current valid e-mail address, and (3) the Account number(s). You are responsible for all costs, expenses and fees related to your access to the Services.

#### **1. User Access and Authentication**

Any Service can be accessed by a User entering a valid Username and a corresponding User Password on the Service's log-in screen and by complying with any further security procedures we may require from time to time (such as one-time passcodes, challenge questions, biometric identifiers and/or callbacks).

After you submit and we process the Setup Form, each Business Administrator will receive two separate system-generated emails at each applicable email address indicated in the Setup Form from us at BusinessOnline@FultonBank.com. The first email will contain the Username for the applicable Business Administrator, and the second email will contain the User Password for the applicable Business Administrator.

#### **2. Users and Administrators; Security Procedures**

By the execution of this Agreement by a Business Authorized Signer below, you acknowledge and agree that when any person, whether or not intended to be designated by you as a User, and whether or not intended to be authorized by you to access the Services, transmits a valid Username and a corresponding valid User Password, and when such person satisfies the additional security procedures we have in place, such person may access the Services and initiate transactions using the Services, subject in the case of a User only to the allowable activity and limits established by the Business Administrator for that Username and in the case of a Business Administrator only to any activity restrictions and limits set forth in the Setup Form. A Business Administrator can initiate instructions to affect any and all Services, without limitation, except as set forth in the Setup Form. You understand that when any person transmits or causes to be transmitted to the server for an applicable Service a valid Username and User Password or when such person

satisfies the additional security procedures we have in place, we are not able, and have no responsibility, to further verify or determine that such person has been authorized by you to access the Services or initiate transactions. You agree that the requirement of a combination of Username and User Password, and the further security procedures we have in place, constitute commercially reasonable security procedures for limiting access to the Services to those persons authorized by you to have such access, and for permitting us to verify that any access, transaction, payment order or communication originated from and was properly authorized by you. You understand and agree that these security procedures are not designed to detect errors in the content of any transaction, payment order or communication originated through the use of the Services. You acknowledge and agree that you have had the opportunity to investigate these security procedures and have determined that they are reasonable based upon your consideration of the size, type and frequency of transactions, payment orders and communications you intend to originate through the use of the Services and alternative security procedures available. Notwithstanding the foregoing, we reserve the right to alter our security procedures and/or impose additional security procedures at any time and from time to time. You acknowledge and agree that your continued use of the Services will be subject to your compliance with such modified and/or additional security procedures and that you will advise us and terminate your use of the Services if you ever become dissatisfied with the security procedures we have in place.

Usernames, User Passwords and other account and e-mail settings should be reviewed and updated frequently by Users and Business Administrators to prevent any unauthorized access to Services or Account information.

### **3. Conflicting Instructions**

In the event we receive conflicting instructions from different Business Administrators and/or Users, we may rely upon the most recent instruction received by us sufficiently in advance of the execution of any transaction so as to provide us with a reasonable period of time to affect such instruction.

### **4. Multiple Persons or Companies**

In the event we are providing Services to more than one person or company under this Agreement, the following provisions apply:

#### **a. Access to All of The Accounts**

THE BUSINESS ADMINISTRATOR(S) MAY INITIATE INSTRUCTIONS OR AUTHORIZE ANY USER TO INITIATE INSTRUCTIONS INITIATING TRANSACTIONS INVOLVING ANY AND ALL OF THE ACCOUNTS SUBJECT ONLY TO EACH USER'S ALLOWABLE ACTIVITIES AND LIMITS AND THE ACTIVITY RESTRICTIONS AND



LIMITS, IF ANY, SET FORTH ON THE SETUP FORM. THIS MEANS THAT AN EMPLOYEE OF ONE PERSON OR COMPANY COULD POTENTIALLY INITIATE TRANSACTIONS AFFECTING ANOTHER PERSON OR COMPANY.

**b. Joint and Several Liability**

In the event that any amounts remain owing to us, each of you is jointly and severally liable for such amounts, regardless of which of you may have initiated the transaction or incurred the fees and other liabilities under this Agreement.

**c. Changes to Setup Form**

Any of you may request changes to the Setup Form, whether or not all of you are in agreement with such changes, and we may accept such changes without requesting or obtaining approval from all of you.

**d. Change to Agreement**

You agree that any notice of a change in terms of this Agreement provided to any of you in the manner set forth in Section I.F will be effective with respect to all of you to the same extent as if such notice had been provided to each of you.

**e. Other Agreements**

The Setup Form and the fee schedule(s) associated with the Account(s) (each, as may be amended from time to time, a "Fee Schedule") which accompany this Agreement contain additional terms which are incorporated into, and made a part of this Agreement.

**5. Internet Security and Confidentiality**

**Communications of any type between a User and us or an applicable Service will travel over the Internet, which is an open communication network not within our control.** You understand and agree that we cannot and do not provide any assurance that communications between a User and us in connection with the use of the Services will not be intercepted, corrupted, disclosed or misused by third persons. **YOU AGREE THAT USE OF THE SERVICES HAS BEEN ACCEPTED ON THIS BASIS AND THAT WE HAVE NO LIABILITY TO YOU FOR ANY INTERCEPTION, CORRUPTION, DISCLOSURE, MISUSE OR SIMILAR EVENT INVOLVING ANY COMMUNICATION BETWEEN A USER AND US OR A SERVICE IN CONNECTION WITH YOUR USE OF THE SERVICES UNLESS ATTRIBUTABLE SOLELY TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

We help you protect the security of your information and Accounts by requiring Users to authenticate their identity by way of a Username, User Password and other

factors, which may include a one-time passcode (collectively, "Authentication Factors"). Once a User has initially created Authentication Factors, the User will be able to do the following, subject to any applicable User-specific restrictions or limitations established by a Business Administrator, through our website each time the User signs in (please note that Business Mobile Banking functionality is different, see below):

- a. Check Account balances;
- b. Review the transaction history of the Accounts;
- c. Transfer funds among the Accounts, eligible loan accounts or lines of credit or such other accounts as we may allow from time to time.
- d. View the Account information for multiple business Accounts under one login;
- e. Request stop payments on checks;
- f. Manage and receive Account notifications to verify when certain events have occurred with the Accounts;
- g. Receive, download and save FB Account statements;
- h. View digital images of checks and deposit tickets that have been presented for payment (sorry, we cannot provide images of checks deposited into the Account);
- i. Communicate through our secure internal message application ("Message Center");
- j. Set-up and manage additional User access permissions;
- k. Perform other types of Account maintenance activities like ordering checks or updating contact information;
- l. Pay individuals electronically using Zelle®; and
- m. Manage your finances using Quicken, QuickBooks, Web Connect or Direct Connect.

## **6. Managing The Accounts Using Mobile Devices**

Once Users have set up Business Online Banking through our website or Business Mobile Banking App and created Authentication Factors, they can then manage Accounts with their mobile device using the Business Mobile Banking App. Users can access our Business Mobile Banking Services by downloading and using the FB Business Mobile Banking App for Android™ devices and Apple® iOS® devices such as iPhones® or iPads®. Our Business Mobile Banking App allows Users to do the following with their mobile device subject to any applicable User-specific restrictions or limitations established by a Business Administrator:

- a. Receive, download, and save FB Account statements and any other statements that may become available on the Business Mobile Banking App in the future;

- a. Review transaction history of certain Accounts;
- b. Transfer funds among Accounts, eligible loan accounts or lines of credit or such other accounts as we may allow from time to time.
- c. Pay individuals electronically using Zelle®;
- d. Deposit checks using Mobile Check Deposit;
- e. Approve pending payments;
- f. Manage additional User permissions;
- g. Manage and receive account notifications to verify when certain events have occurred with the Accounts;
- h. View applicable Account Terms and Conditions;
- i. Perform other types of limited Account maintenance activities; and
- j. Locate FB and Fulton Financial Corporation ATMs or branches.

#### **7. Mobile Browser Business Mobile Banking**

Users can access our Business Mobile Banking Services on our website through their mobile devices' web browsers. This allows Users to engage in the following with their mobile device subject to any applicable User-specific restrictions or limitations established by a Business Administrator:

- a. Check Account balances;
- b. Review transaction history of certain Accounts;
- c. Transfer funds among Accounts, eligible loan accounts or lines of credit or such other accounts as we may allow from time to time; and
- d. Locate FB ATMs or branches.

Please note that the Business Mobile Banking App has limited functionality compared to the Business Online Banking service.

#### **8. Information You Should Know About Using Mobile Devices.**

Use of these Business Mobile Banking Services may trigger additional Authentication Factors.

When a mobile device is used to manage Accounts and conduct transactions, message and data rates may apply.

#### **B. Related Fees for the Services**

Fees may apply to the use of certain Services. The applicable User should review the fee on the screen before initiating a transaction. Please also check the Fee Schedule associated with the Account for details of such fees and other Account-related fees.

#### **C. The Services Guarantee**

**Sometimes there are delays in handling and posting payments and as a result, transactions may take longer to be credited to your Account. If this happens, we will bear responsibility for any late payment-related charges up to \$50.00 as long as the payment was scheduled correctly and timely, and you had sufficient funds in your Account at the time of the transaction. Zelle® payments do not qualify for this Services Guarantee.**

#### **D. Your E-mail Address**

You agree to maintain or update the e-mail addresses that you provide to us on the Setup Form when you first registered for the Services. We use these e-mail addresses to communicate with you electronically, including sending important notices like your annual privacy notice and to deliver alerts and notifications. E-mail is not secure and you understand that there are risks associated with communicating via e-mail, including the possibility of unauthorized access, failure to receive e-mails because they have been misdirected or sent to a spam folder, and inability to access e-mail due to power outages, hardware or software malfunctions or failures of a computer or mobile device, or matters affecting the Internet or access to the Internet. Do not rely on e-mail if you need to contact us immediately; for example, if you need to report an unauthorized transaction or you need to stop payment on a check. For security reasons, we may not be able to respond to certain e-mail requests.

#### **E. Authentication and Security**

We help you protect the security of your information and Account(s) by requiring Users to authenticate their identity each and every time a User signs into the Services except as otherwise provided. You acknowledge and agree that Users should be instructed not to share their Authentication Factors with any other person, and that any use of Authentication Factors will be relied upon by us and shall constitute authorization to complete any transactions that are requested. You agree that if a User gives the User's Authentication Factors and access to a recognized device to another person, that person is authorized to transact on your behalf for the purposes of this Agreement, and you are responsible for those transactions. This means that you must instruct Users to keep Authentication Factors confidential and not disclose this information to any other person. If Services are linked to joint Accounts, then each Account User should have their own Authentication Factors, but please note that we may act on the instructions of any authorized User. You further agree that we may change or require a User to change how that User signs into the Services. You should also instruct Users to protect the Account security by always closing the web browser after logging out of the Services.

We may offer Users the option to log in to the FB Business Mobile Banking App by using a biometric identifier as an Authentication Factor. If a User has enabled the biometric identifying technology on the User's device, then, after initially authenticating the device with us, the User can choose to use biometric identifier each subsequent time

the User uses FB's Mobile Banking App. Please note that FB may require additional forms of authentication in connection with certain transactions and features on the Mobile Banking App. FB is not responsible for the availability, functionality, and/or security of a User's device's biometric identifier, and FB does not, at any time, have access to the User's biometric information when the User uses the biometric identifier to access our Services. For information on how a device manufacturer, operating system provider, or mobile carrier may use and store biometric identifiers and other authentication information, please see the relevant privacy and security policies applicable to that device. When a User uses the biometric identifier feature on the User's device to access our Services, any individual whose biometric identifiers are stored on that device will have access to the FB Mobile Banking App. In general, we advise against allowing others to store biometric information on a device.

#### **F. Message Center and Contacting Us About the Services**

You can always call us at 1.800.385.8664. We also have a secure Message Center, accessible through our website available after a User has signed-in. If you have a question regarding the Accounts that you would like to pose to us electronically, we strongly recommend that you use the Message Center instead of e-mail. E-mail is not secure and any sensitive information could be more easily accessed via normal e-mail exchanges. After a User's sign-in, the User can access the Message Center by clicking on the link, Support, within the Services. When we send a User a message through the Message Center, the User will need to login to Business Online Banking to view our reply. Users may receive an e-mail alert whenever there is a new message reply from us within the Message Center.

In addition, a User may contact us at any time via secure chat (subject to availability) to discuss questions or concerns that such User has about the Services. Please note that these chat sessions may be saved by FB for future reference. As part of the chat functionality, and only with a User's express approval, which the User can revoke at any time, Users can give the FB agent permission to see their computer screens remotely and help resolve any problems they may be experiencing with the Services. Users should not enter sensitive personal or business information, such as Account numbers, TINs or social security number, during an online chat session.

#### **G. Notices to You**

You agree that we may provide notice to you by posting it on our website or our Business Mobile Banking App, sending an in-product message within the Service, emailing it to a Business Administrator, User or other email address that you have provided us or mailing it to any postal address that you have provided us. For example, Users of the Service may receive certain notices (such as notices of processed payment instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received no

later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received no later than three (3) Business Days after it is mailed. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

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 I.E above. We reserve the right to charge you a reasonable fee to respond to each such request. Please review the fee schedule [here](#).

## **II. Transaction History and Online Statements**

Through the Services, Users may choose to receive electronic statements ("online statements") from us for applicable Accounts. The online statements will be in PDF format, and Adobe Reader can be downloaded at <https://www.adobe.com>.

### **A. Deposits**

#### **1. Transaction History**

Upon a User's initial use of the Services, such User will be able to access Account transaction history unless otherwise limited by a Business Administrator. Over time, Users will be able to access up to 16 prior months of Account transaction history.

#### **2. Online Statements**

We encourage you to choose to receive online statements for Accounts. Before you can begin receiving online statements, you will be given the opportunity to review and accept our Online Statement Enrollment Terms and Conditions, which is available [here](#).

### **B. Certain Loans**

If a User can view any loan in the Services, such User will be able to view up to 24 months of payment history. For all other loans, please obtain information about payments as well as statements through the method disclosed in the applicable loan agreement.

## **III. Transfers**

You can use the Services to make transfers between your FB Accounts.

### **A. Authorization of Transactions**

When any User uses an Authentication Factor to access the Services, you agree that any instructions to complete transactions from that User that are transmitted to us, such as instructions to make transfers between the Accounts within a User's allowable activity and limits and subject to the activity restrictions and limits, if any, set forth in the Setup Form(s) then in effect constitute your authorization to us to debit or credit the Accounts and to complete the transactions in accordance with such instructions. YOU AGREE THAT IF ANY USER GIVES OR CAUSE OR PERMITS TO BE GIVEN ANY AUTHENTICATION FACTOR TO ANY PERSON, OR THAT PERSON GIVES OR CAUSES OR PERMITS TO BE GIVEN ANY AUTHENTICATION FACTOR TO ANY OTHER PERSON, YOU ARE AUTHORIZING THAT PERSON TO TRANSMIT INSTRUCTIONS TO COMPLETE TRANSACTIONS ON YOUR BEHALF AND YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS COMPLETED THROUGH THE USE OF THE SERVICES BY THAT PERSON. YOU AGREE THAT INSTRUCTIONS TRANSMITTED TO US THROUGH THE USE OF ANY AUTHENTICATION FACTOR ARE EFFECTIVE AS YOUR INSTRUCTIONS TO US, WHETHER OR NOT

IN FACT AUTHORIZED BY YOU; PROVIDED WE HAVE ACCEPTED THE INSTRUCTIONS IN GOOD FAITH. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE SHALL INCUR NO LIABILITY TO YOU BY OUR ACCEPTANCE OR PERFORMANCE OF ANY INSTRUCTION TRANSMITTED THROUGH THE USE OF THE AUTHENTICATION FACTOR, EVEN THOUGH SUCH INSTRUCTION MAY NOT IN FACT HAVE BEEN AUTHORIZED BY YOU.

**B. Liability of Unauthorized Transactions**

You agree to notify us immediately if you believe any Authentication Factor has been lost, stolen or compromised or you believe any transactions affecting the Account(s) were not authorized. You agree that you are liable for the full amount of any transactions which, whether or not in fact authorized by you, are initiated through the use of the Services by any person who supplied a valid Authentication Factor.

**C. Transfers Within FB**

The maximum dollar amount of any transfer among the Accounts or such other accounts as we may allow from time to time may not exceed the balance of the Account and other limitations may apply to very high transfer amounts. You may schedule one-time transfers up to one year in advance. Unless otherwise indicated, we generally process a transfer of funds among the Accounts that we receive before 9:00 p.m. ET on a business day on that same business day immediately upon receipt of your transfer request. A transfer of funds among the Accounts that we receive on or after 9:00 p.m. ET on a business day, or at any time on a day that is not a business day, will generally be processed on the next business day.

**D. Zelle® and Other Payment Services**

The Zelle® and Other Payment Services are an optional service that allows you to initiate or receive payments from individuals by using your deposit account and a mobile device. Service-specific Terms of Service supplement this Agreement and apply when you use the Zelle® and Other Payment Services. They can be found at [here](#). You should review these Terms of Service and how that differs from your use of the Other Services.

**E. Important Information About Savings Accounts**

If you are transferring funds from a savings account or money market Accounts, please remember that there may be no more than twelve transfers of funds from that Account per month. If you conduct more than twelve transfers, we will charge a fee for each transfer and if you conduct more than twelve transfers regularly, we may convert the Account into a checking account. Check the Rules and Regulations for more information.

**F. Canceling Transfers**

Through the use of the Services, any User may instruct us to cancel any transaction we have not yet commenced to act upon or process so long as the User was authorized to initiate the canceled transaction. We have no obligation to cancel any transaction initiated through the use of the Services unless we have actual knowledge of your request to cancel the transaction



within a sufficient period of time prior to the time we begin to act upon or process the transaction.

**G. Connect to Quicken and QuickBooks with Your FB Accounts Using Direct Connect or Web Connect**

If you are already a user of Quicken or QuickBooks, we offer you the ability to connect automatically to your FB Accounts so that your FB Account-related information in the program is already entered and updated. You can either establish the connection using Direct Connect from within the software or by using Web Connect when you are managing your finances with Quicken or QuickBooks online. There is a fee associated with your use of Direct Connect. Please review the fee schedule [here](#).

**IV. Paying and Receiving Bills**

**A. Small Business Bill Payment Service**

Through one of our Services, certain Users may pay bills and receive bills from a variety of merchants/billers (the "Small Business Bill Payment Service"). Service-specific Terms of Service supplement this Agreement and apply to the use of the Small Business Bill Payment Service. Access or use of the Small Business Bill Payment Service constitutes your agreement to the applicable Terms of Service, which Terms of Service can be found [here](#). If the Small Business Bill Payment Service is not used to pay or receive bills for a period of six consecutive months, access to the Small Business Bill Payment Service may be terminated. FB is not liable for any loss or other injury you might incur due to our terminating access to the Small Business Bill Payment Service.

**B. Payments From Accounts**

As set forth in the applicable Terms of Service, you authorize us to debit your Account based on instructions received through the Small Business Bill Payment Service and remit funds on your behalf to designated payees so that the funds arrive as close as reasonably possible to the scheduled payment date. If the payee accepts a paper check, the debit for the payment may occur earlier than the scheduled payment date. You are solely responsible for ensuring sufficient funds are in the applicable Account to cover payments made through the Small Business Bill Payment Service.

**C. Bill Pay Users**

Business Administrators will be granted access to full functionality (level 1 user) of the Small Business Bill Payment Service. A Business Authorized Signer must authorize the Small Business Bill Payment Service on the Setup Form to enable this Service. The Business Administrator may establish additional Bill Payment Service Users. The Business Administrator may also condition the ability of one or more Users to initiate Payment Instructions using the Bill Payment Services. Business Administrators have access to modify and/or delete Users.

**D. Zelle® Payment Service**

Business Administrators will be granted access to full functionality (level 1 user) of the Zelle® Payment Service. A User's access or use of the Zelle® Payment Service constitutes agreement to the Small Business General Terms for Zelle® And Other Payment Services. They can be found at [here](#). The Business Administrator may establish additional Zelle® Payment Service Users. The Business Administrator may also condition the ability of one or more Users to initiate Payment Instructions using the Zelle® Payment Service. Business Administrators have access to modify and/or delete Users. Notwithstanding anything to the contrary in this Agreement or any related Terms, we will have no liability for unauthorized use with respect to any transaction initiated using the Zelle® Payment Service if such transaction was initiated (1) using Payment Instructions initiated by a User designated by the Business Administrator as an additional Zelle® Payment Service User at the time such Payment Instructions were initiated; or (2) using a valid Authentication Factor.

## **V. Domestic Wire Transfer Service**

**NOTICE OF POTENTIAL DELAYED BILLING OF SERVICE FEE:** ANY FEES THAT WE CHARGE FOR YOUR USE OF THIS SERVICE MAY NOT BE BILLED UNTIL THE STATEMENT PERIOD FOLLOWING THE PERIOD IN WHICH THE SERVICE WAS USED. FOR EXAMPLE, IF YOU HAVE CALENDAR MONTH STATEMENT PERIODS AND YOU USE THE SERVICE ON MARCH 1ST, ANY FEE THAT YOU INCUR FOR USE OF THE SERVICE MAY NOT BE IMPOSED UNTIL APRIL 30TH. PLEASE REFER TO YOUR PREVIOUS PERIOD'S STATEMENT TO REVIEW THE SERVICES USED AND VERIFY THE SERVICE FEES.

### **A. Domestic Wire Transfers**

If you have specified on your Small Business Online Banking Registration Form one or more accounts from which wire transfers can be originated through use of the Services and have requested the Funds Transfer Service, you may use the Wire Transfer Service to effect domestic wire transfers of funds from deposit accounts identified on the Small Business Online Registration Form to a payee for whom you have the necessary wire transfer information ("Beneficiary"). Wire transfers initiated through the use of the Services are "Covered Transfers" under the Funds Transfer Agreement. The terms for this feature supplement the terms in the Fund Transfer Agreement. If terms in this Agreement conflict with terms in the Funds Transfer Agreement, then the terms in this Agreement will control and take precedence, unless this Agreement specifically states otherwise; provided, however, that if any terms used in an applicable Terms of Service conflicts with terms in this Agreement, then the terms in that Terms of Service will control and take precedence, unless the Terms of Service specifically states otherwise. The security procedures set forth in the Agreement and the Funds Transfer Agreement are applicable to wire transfer orders originated through the use of the Services, regardless of whether such wire transfers are Nonrepetitive Payment Orders or Repetitive Payment Orders. The Funds Transfer Agreement are the applicable Terms of Service for this feature. International wires are not permitted through the Services.

### **B. Initiating Domestic Wire Transfers**

Any User authorized to initiate wire transfers by using the Wire Transfer Services may identify one or more persons or entities to receive wire transfers (each, a “Wire Beneficiary”) for a single transaction. Any User authorized to set up wire templates may make additions to or deletions from the wire templates maintained within the Service and may modify any information concerning any wire template. You are responsible for immediately updating information within the Service concerning any wire template in the event any such information changes (for example, a change in the Wire Beneficiary’s receiving bank or account number). We will continue to make wire transfers based on the most recent wire template information submitted to us until you cancel or modify the wire template through the use of the Service within online banking only. Wire templates cannot be modified in the Business Mobile Banking App. We are not responsible for any misdelivery, delay in delivery or non-delivery of any wire transfer, which results from your failure to promptly advise us of changes to the wire template.

**C. Processing Cut-Off Times**

Wire transfer instructions are only processed by us on business days, and wire transfer instructions received on a non-business day or after 4:00 P.M. Eastern Time on a business day will be processed on the following business day.

**D. Availability of Funds**

You may initiate domestic wire transfers using the Services with respect to your accounts only to the extent of your available balance in the affected account(s). Wire transfers will not be completed without sufficient collected balance in the wire transfer account.

**E. Dual Control Approval**

The Administrator(s) may implement the use of Dual Control Approval requiring at least two Authorized Users to separately initiate and approve a wire transfer before the wire can be released for processing. We strongly recommend utilization of the Dual Control Approval for internal control and security purposes.

FB reserves the right to disable the Domestic Wire Transfer Service if not used for 90 days.

**VI. ACH Payment Service**

**NOTICE OF POTENTIAL DELAYED BILLING OF SERVICE FEE:** ANY FEES THAT WE CHARGE FOR YOUR USE OF THIS SERVICE MAY NOT BE BILLED UNTIL THE STATEMENT PERIOD FOLLOWING THE PERIOD IN WHICH THE SERVICE WAS USED. FOR EXAMPLE, IF YOU HAVE CALENDAR MONTH STATEMENT PERIODS AND YOU USE THE SERVICE ON MARCH 1ST, ANY FEE THAT YOU INCUR FOR USE OF THE SERVICE MAY NOT BE IMPOSED UNTIL APRIL 30TH. PLEASE REFER TO YOUR PREVIOUS PERIOD’S STATEMENT TO REVIEW THE SERVICES USED AND VERIFY THE SERVICE FEES.

**A. ACH Payments**

If you have selected ACH Services in the Small Business Online Banking Registration Form, this feature is incorporated into and is a part of the Small Business Online and Mobile Banking Agreement. You may use the ACH Services to affect funds transfers from deposit accounts identified on a fully-executed ACH Origination Service Terms and Conditions to a payee (“Recipient”), provided that the Recipient’s bank is a National Automated Clearing House Association (“NACHA”) member and you have sufficient identifying information about the Recipient’s bank account. ACH payments are initiated in batches. The terms for this feature supplement the terms in the ACH Origination Service Terms and Conditions. If terms in this Agreement conflict with terms in the ACH Origination Service Terms and Conditions, then the terms in this Agreement will control and take precedence, unless this Agreement specifically states otherwise; provided, however, that if any terms used in an applicable Terms of Service conflicts with terms in this Agreement, then the terms in that Terms of Service will control and take precedence, unless the Terms of Service specifically states otherwise. The ACH Origination Service Terms and Conditions are the applicable Terms of Service for this feature.

**B. Initiating ACH Payments**

IF YOU RECEIVE A MESSAGE INDICATING THE STATUS OF THE BATCH AS “PROCESSED” OR “SUBMITTED” YOU ARE UNABLE TO CANCEL THE PAYMENT. In the event that a batch of ACH payment entries has not been released for processing and we have not yet processed the payment, you may cancel the payment through the use of the Service.

**C. Dual Control Approval**

The Administrator(s) may implement the use of Dual Control Approval requiring at least two Authorized Users to separately initiate and approve an ACH payment before the ACH payment can be released for processing. We strongly recommend utilization of the Dual Control Approval for internal control and security purposes.

**D. Processing Cut-Off Times**

ACH payments are only processed by us on business days, and ACH payments received on a non-business day or after 4:00 P.M. Eastern Time on a business day will be processed on the following business day. Same day ACH payments are processed on business days, and same day ACH payments received on a non-business day or after 11:30 A.M. Eastern Time on a business day will be processed on the following business day.

**E. Prefunding**

All ACH payments are prefunded from a valid FB ACH origination funding account. Available balances are verified 2 business days before the effective date of the payment. Therefore funds will be debited from your account 2 business days before the effective date. If the effective date of the payment is the same business day or the next business day, funds will generally be debited from your account immediately upon receipt of your payment request.

**F. ACH Prenotes**

Prenotes are zero-dollar entries that precede the first live entry. The purpose of a prenote is to verify account information. Fulton Bank recommends sending a prenote. When sent, prenote rules must be followed. A prenote must precede the first live entry by at least six business days. The Receiving Bank is not required to validate the name of the payee on the prenote, although many do; they are only required to check the account number. There is still a risk if the subsequent entry credits the wrong account (this is true for all originations, not just prenotes).

FB reserves the right to disable the ACH Payment Service if not used for 90 days.

## **VII. Mobile Check Deposit**

### **A. Description of Mobile Check Deposit**

Mobile Check Deposit allows Users to deposit certain checks to savings, checking, or money market Accounts (each a "Transaction Account") with FB's Business Mobile Banking App using certain mobile devices. The mobile device used must be capable of capturing electronic images of the front and back of checks and transmitting the images to us. All requirements and obligations in the Rules and Regulations relating to checks are applicable to the use of Mobile Check Deposit. You must be an enrolled digital user to access Business Mobile Banking Services and use Mobile Check Deposit.

Mobile Check Deposit is a convenience we provide to customers. We reserve the right to limit or discontinue your use of Mobile Check Deposit feature for any or no reason.

### **B. Eligible Checks and Check Requirements**

Checks must be drawn on United States financial institutions and in United States dollars. The following are examples of ineligible checks: savings bonds, foreign checks, cashier's checks, insurance checks, and third-party checks that are payable to anyone other than to you or the Account owner.

Each check must be signed by a Business Authorized Signer or otherwise appropriately authorized by you (e.g., by your authorized check endorsement stamp) before depositing the check using Mobile Check Deposit. The endorsement must indicate you are depositing the check using Mobile Check Deposit, for instance by stating "For mobile deposit only."

All signatures, authorizations and other information on the check must be true, authentic, and authorized. If the check was previously refused or rejected and is to be presented for deposit or payment subsequently, then the face of the check must be marked with the date the electronic image was refused or rejected. You agree that no User will attempt to make duplicative deposits using the same check.

### **C. Check Images**

All check images must be legible and accurately depict all features and fields on the front and back of the check. We have the right to adjust the amount of any deposit based on our

review of the image. We will not be liable for any problem resulting from a check's poor image quality or for any inaccurate information you supply regarding the check.

You authorize us to process any check image any User transmits to us and you allow us, at our sole discretion, to convert check images and process check images through traditional check processing methods. You agree to be subject to any agreements relating to check processing to which we are a party.

**D. Safeguarding Used Checks**

You must retain all checks after any User has deposited the image using Mobile Check Deposit and store them in a safe place for at least 14 business days. You must keep your checks from being used without your authorization or in a manner prohibited by this Agreement, such as resubmitting a check for deposit that was previously deposited.

**E. Notifications and Deadlines**

An image of a check shall be deemed received when you receive a message from us that we have received the image. Your receipt of this message does not mean that the transmission was error free, able to be processed, complete, or that funds have been, or will be, credited for that check. You can determine whether your check was successfully processed by logging in to online or Business Mobile Banking and reviewing your transaction history. You may also contact our Customer Care Center at the telephone number referenced in Section I.F.

Once a User transmits the check using Mobile Check Deposit, you may not cancel the transaction.

**F. Funds Availability**

We generally make funds from Mobile Check Deposit available to you on the first business day after the day we receive your deposit. The first \$100 of your total daily Mobile Check Deposits per account will be available upon approval, as indicated by email and availability in the account. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit by 7:00 p.m. ET using Mobile Check Deposit, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 7:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

WE RESERVE THE RIGHT TO CHANGE THE TIME PERIOD IN WHICH FUNDS ARE MADE AVAILABLE FOLLOWING CHECK DEPOSITS USING MOBILE CHECK DEPOSIT IF WE DETERMINE OR HAVE REASON TO BELIEVE THAT A TRANSACTION MAY BE SUBJECT TO FRAUD OR ILLEGALITY, OR WAS NOT MADE IN ACCORDANCE WITH THIS AGREEMENT, OR AS OTHERWISE ALLOWED BY APPLICABLE LAW.

## **G. Deposit Limits**

We establish daily and monthly deposit limits that apply to the dollar amount that may be deposited using Mobile Check Deposit. Initial deposit limits are as follows:

For deposits made using Mobile Check Deposit within 90 days of Account opening, the daily deposit limit is \$2,500, but no more than \$5,000 may be deposited within a single thirty-day period.

For deposits made using Mobile Check Deposit once 90 days have passed since Account opening, the monthly deposit limit is \$25,000. No more than \$25,000 may be deposited within a single thirty-day period.

## **H. Fees**

You may deposit checks using the Mobile Check Deposit service free of charge. Please refer to the Fee Schedule [here](#).

We reserve the right to modify these deposit limits and fees from time to time. We may also impose different deposit limits (but not different fees) on certain customers. We also reserve the right to limit the number of checks that you may deposit through Mobile Check Deposit during a monthly statement cycle.

If you attempt to make a deposit in excess of the deposit limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, that deposit will nevertheless be subject to the terms of this Agreement and may be subject to extended availability restrictions, and we will not be obligated to allow such over-limit deposits at any other time.

## **I. Returned Checks**

If we have credited the Account for a check that is subsequently returned to us unpaid, we reserve the right to deduct the amount of the returned check from your Transaction Account(s), as well as any applicable fees. We may, solely at our option and without undertaking an obligation to do so, re-deposit the returned check and deduct the applicable fee from your Transaction Account(s) and you shall hold us harmless for any and all fees and or associated losses.

You agree that you shall accept a returned deposit that you made using Mobile Check Deposit at any time in the event a return was caused by or resulted from your failure to comply with this Agreement. In the event of a return, you agree that the return may be made in any legally acceptable form (including without limitation, image, image replacement document, or MICR memo). You may present the check for deposit, in connection with a returned deposit, only by delivery of the tangible check. We may also require you to obtain our prior written approval before presenting any checks for deposit that we previously returned.

## **J. Investigations**

You agree to cooperate with us if it becomes necessary for us or a government agency to investigate a Mobile Check Deposit transaction. You may be asked to provide, for example, originals of checks or other documents and communications related to the transaction.

## **K. Additional Obligations You Have Relating to Mobile Check Deposit**

Users are responsible for their own hardware and software, including all telecommunications fees, connectivity problems, interruptions and related issues.

You agree that neither you nor any User will (i) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way Mobile Check Deposit or any part thereof; (ii) modify, translate, adapt, rent, lease, loan, create or prepare derivative works of Mobile Check Deposit or any part thereof; (iii) provide, disclose, divulge or make available to or permit the use of Mobile Check Deposit or any part thereof by any third party; (iv) copy or reproduce any part of the Mobile Check Deposit service or any part thereof; or (v) interfere or attempt to interfere with the Mobile Check Deposit service or any part thereof in any way.

You agree to indemnify and hold FB harmless from any claim, cost, loss, or damage arising directly or indirectly from your failure or a User's failure to comply with this Section V relating to the use of Mobile Check Deposit.

## **L. Limitations on FB's Liability Relating to Mobile Check Deposit**

We are not responsible for any deposit made via Mobile Check Deposit that does not comply with the terms of this Agreement, any other agreement you have with us, or applicable law. We are not responsible for any deposit made using Mobile Check Deposit that we do not receive, regardless of the reason.

We have no obligation in connection with any failure of a check, check image, file or deposit to meet any specifications or requirements provided by us to you.

We reserve the right to reject any check transmitted through Mobile Check Deposit, at our discretion, without liability to you.

## **VIII. Service Limitations, Liabilities, and Remedies**

This section provides important information about how the use of the Services is limited, how FB's responsibilities are limited, any related liabilities you may incur and the available remedies you may have. Please note that using online statements is governed by separate agreements, and that such agreements have terms that differ from the terms in this Agreement.

### **A. Authorization of Transactions**

When you use the Services for transfers you agree that by requesting such transactions, you authorize us to debit or credit the Accounts.



**B. Liability for Unauthorized Transactions**

You agree to notify us immediately if you believe any Authentication Factor has been lost, stolen or compromised or you believe any transactions affecting the Accounts were unauthorized. You agree that you are liable for the full amount of any transactions which, whether or not in fact authorized by you, are initiated through the use of the Services by any person or persons who supplied a valid Authentication Factor.

**C. Daily Limitations**

We will not accept any unauthorized transaction or any transaction that is in excess of, or would cause to be exceeded, any transaction limitation. The daily limits set forth in the Setup Form apply to the business day we process the transaction. Thus, if a transaction is initiated or scheduled on a day that is not a business day, we will process that transaction on the next business day and that transaction will be added to all other transactions processed that day for purposes of determining whether the transactions you initiate are within the daily limit.

**D. Business Days**

Certain of our Services can only occur on business days. Our business days are Monday through Friday, excluding legal holidays. Unless otherwise indicated in an applicable agreement, if you initiate a transaction on Saturday or Sunday, it will be processed on Monday, unless Monday is a legal holiday.

**E. Fees for the Services**

While there are no fees for accessing information about the Accounts through our website or your mobile device, there may be fees for transactions and services in accordance with the Rules and Regulations and applicable Fee Schedules. You may view these fees [here](#).

**F. Insufficient Funds and Stop Payments**

Please refer to your Rules and Regulations for information generally, on insufficient funds and stop payment requests. Please note that if you have authorized a payment or transfer from the Account through the Services, and, through no fault of ours, you do not have enough money in the Account to make the payment or transfer, we may not complete your payment or transfer. At our option, we may make a further attempt to issue the payment or process the transfer request. We are under no obligation to inform you if a payment or transfer is not completed. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

**G. Timeliness of Information**

The Account information you obtain through the Services is current as of the close of all processing for the previous business day with the exception of certain electronic transactions, which may be reflected on the same day they occur. Images of checks and deposit tickets presented for payment against the Account will generally be available beginning on the business day following presentment of the check to us until 12 months after the image first became available for viewing.

**H. Availability of the Services**

From time to time, due to the performance of maintenance, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume or similar reasons the Services may not be available for your use. We minimize the periods of time during which Services are unavailable. You agree that we shall not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of the unavailability of the services or the server, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access the server or the Services caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to the Internet, your Internet Service Provider or capacity or other limitations or constraints of the Internet. The Services are not intended for use by persons in any jurisdiction or country where such use would be contrary to applicable laws or regulations. We may restrict the Services during times you are in a country for which transactions using the Services would be prohibited.

We make no representation that any content or use of the Services is available for use in locations outside of the United States. Accessing the Services from locations outside of the United States is at the applicable User's and your own risk, and you and that User are responsible for compliance with local laws. Additional charges may apply both from us, and from third parties (e.g., your wireless carrier) if the Services are used outside of the United States.

**I. Electronic Transaction Errors**

In case of error or questions about your electronic transactions, if you think that your Account statement is wrong or if you need more information about a transaction, follow the transaction error procedures described in the agreement governing the Account.

**J. Performance Limitations**

We are not responsible for delays or failures in performance or loss or damage to your data or information resulting from acts or conditions beyond our reasonable control. Such acts or conditions include, but are not limited to, acts of God or public enemies, acts of the Government in either its sovereign or contractual capacity, fires, strikes, lockouts, acts of war or terrorism, epidemics, quarantine restrictions, mass shortages of labor or materials, freight embargoes, governmental regulations imposed after the date hereof, legal constraints, communication service degradations or failures, power surges or failures, equipment, network or computer software failures, earthquakes, floods, unusually severe weather conditions or other disasters. In addition, we shall be excused from failing to transmit or delays in transmitting an electronic item if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future regulatory guidelines or in our reasonable judgment otherwise violating any rule or regulation of any other governmental regulatory authority. If our failure to provide the Services is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both us and the subcontractor, we shall not be liable unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to

permit us to fulfill our obligations hereunder and at a cost substantially the same as we were obligated to pay such subcontractor.

**K. NO WARRANTY.**

YOU AGREE THAT YOUR USE OF ANY SERVICE AND ALL RELATED INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES OR SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**L. Dormant Accounts**

If there is no deposit or withdrawal activity for a consecutive period of 2 years, you may no longer be able to view or access the Account online.

**M. Denial of Access and Termination of the Services By FB**

We may at any time, with or without cause, and without prior notice to you or a User, deny you or one or more Users access to the Services. We may terminate this Agreement and you or a User's access to the Services in whole or in part at any time without prior notice to you or that User. If there is no log-in activity associated with any of the Accounts for a consecutive six-month period, you may no longer be able to access the Services. In the event we terminate this Agreement, any transactions or payments, which you have scheduled to occur on a future date or on a recurring basis, will not be completed as scheduled. If you close all of the Accounts linked to the Services, we may terminate your access. To use the Services in the future, you must register as a new user of the Services who has executed all applicable documentation with respect to use of the Services.

**N. Termination of the Services by You**

You may terminate the Services by providing us with a written notice signed by a Business Authorized Signer. The termination will not take effect until we receive it and have a reasonable time to act upon it. Once the termination takes effect, any transactions or payments that you have scheduled to occur on a future date or on a recurring basis will not be completed as scheduled. You may hand the notice to an authorized representative in one of our branches or send it to us at the address below:

Fulton Bank, N.A.  
PO Box 6  
East Petersburg PA 17520-0006

**O. E-Mail Notifications and Alerts**

We are not responsible for delays or failures in delivering e-mail notifications or alerts you have scheduled which results from an invalid e-mail address, or any User's computer, mobile device, or mobile carrier failing to access the Services.

**P. Governing Law**

This Agreement and the Services, unless otherwise indicated in the applicable agreement, will be governed by the laws of the United States and the Commonwealth of Pennsylvania without giving effect to any conflict of laws to the contrary.

**Q. Severability and Headings**

If any terms in this Agreement change due to applicable law or is declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in this Agreement. The headings in this Agreement are intended only to help organize this Agreement.

**R. Business Use Only**

You agree that you shall use the Services, and shall use your Accounts accessed by the Services, only for business or commercial purposes, and not for personal, family or household purposes. FB reserves the sole right to determine what constitutes business or commercial purposes, and our determination is final.

**S. Limitation of Liability**

We shall be responsible only for performing the Services expressly provided in this Agreement. In the performance of the Services required by this Agreement, we shall be entitled to rely solely on the information provided by you, any Business Authorized Signer, Business Administrator, or User pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Unless otherwise required by law, we shall not be liable for any losses, claims, damages or expenses (including attorneys' fees) in connection with the Services hereunder except such actual damages (including lost interest to the extent required by applicable law and excluding attorneys' fees) incurred by you or to which you may be subject which are directly caused by our gross negligence or willful misconduct (proven by a preponderance of the evidence) in performing the Services; provided that except as required by applicable law, in no event shall we be liable for more than: (i) for errors of omission with respect to the data transmitted or printed by us, the correction of the errors or omissions by re-presenting or re-issuing corrected electronic items to you or the relevant receiving party; (ii) for errors related to any check, entry or electronic item, the amount of such check, entry or electronic item; and (iii) for all other errors or liabilities, the total amount of all fees paid by you to us during the three (3) month period preceding the error or event from which the liability arose. Under no circumstances shall we be liable under any legal theory, including, but not limited to under a contract, tort, negligence or strict liability theory, for any loss of profits, loss of goodwill, loss of data or use of data, opportunity costs or any indirect, incidental, special, exemplary, punitive, consequential or third-party damages of any kind arising out of this Agreement, even if we have been advised of the possibility of such damages. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF

LIABILITY IN THIS SECTION ARE A BARGAINED FOR ALLOCATION OF RISK AND LIABILITY, AND YOU AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE.

#### **T. Personal Accounts; Consumer Use**

Without limiting any provision of this Agreement, you acknowledge that the primary purpose of the Services is to facilitate electronic banking for our business customers, and that any other use permitted by us, including conducting online transactions involving personal Accounts, is provided for your convenience and is incidental to the primary commercial use purpose of the Services. Further, you acknowledge and agree that all provisions of this Agreement including, without limitation, limitations on our liability and your agreement to indemnify us for losses arising out of your use of the Services, apply equally to consumer or personal use of the Services. You therefore assume any and all risks that may arise out of your consumer or personal use of the Services, including the risks described in this Agreement. Consumer or personal use of the Services is use that is not for business or commercial purposes.

#### **U. Changes to This Agreement**

You agree that we may from time to time amend all or any part of this Agreement, any applicable Terms of Service or any related agreement, including, without limitation, establishing, increasing or decreasing the fees and charges for the Services and adding additional features and functionality. The most current version of the Agreement, any applicable Terms of Service or any related agreement will supersede all previous versions. We will notify you electronically of any change to this Agreement, any applicable Terms of Service or any related agreement as required by applicable law. The use of the Services or any additional service or services by a User after the effective date of the change shall constitute your agreement to be bound by the terms of the change. You should also review this Agreement, any applicable Terms of Service or any related agreements periodically for any changes.

#### **V. How We May Contact You**

You and each Business Authorized Signer executing this Agreement authorize FB, including our affiliates, agents, representatives, assigns and Service Providers (collectively, the "Messaging Parties"), to use automated telephone dialing, text messaging systems, artificial or prerecorded voice message systems, "ringless" voicemail and electronic mail to provide messages about the Account, the Services and other important information regarding this Agreement or the Account relationship with us or another Messaging Party. The telephone messages may be played by a machine automatically when the telephone is answered whether answered by the Business Authorized signer or someone else. These messages may also be recorded by an answering machine. You and each Business Authorized Signer executing this Agreement authorize the Messaging Parties to call or send a text message to any telephone number such Business Authorized Signer gives to a Messaging Party, including a personal landline or mobile number, and to play pre-recorded messages or send text messages with information about the Account over the phone. You and any Business Authorized Signer

also authorize the Messaging Parties to communicate such information by e-mail. It is understood that, when such calls, texts, or e-mails are received, charges may be incurred from the company that provides the telecommunications, wireless and/or internet services. You and any Business Authorized Signer agree that the Messaging Parties will not be liable for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or e-mails. You and any Business Authorized Signer understand that anyone with access to a telephone or email account subject to this consent may listen to or read the messages, notwithstanding our efforts to communicate only with the applicable party. If a telephone number(s) any Business Authorized Signer has provided to a Messaging Party changes, or if the Business Authorized Signer ceases to be the owner, subscriber or primary user such telephone number(s), you and the Business Authorized Signer agree to immediately give us notice of such facts so that we may update our records. You and each Business Authorized Signer agree that this authorization constitutes a bargained for exchange. To the extent you or any Business Authorized Signer has the right under applicable law to revoke this authorization, you or such Business Authorized Signer agrees to do so only by contacting us in writing at Fulton Bank, N.A., PO Box 6, East Petersburg, PA, 17520 or by calling us at 1.800.385.8664.

#### **W. Receipts and Transaction History**

You may view your transaction history by logging into a Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

#### **X. Eligibility**

Services are offered only to individual residents of, or business entities domiciled in, the United States who can form legally binding contracts under applicable law and are for business-purposes only. Under no circumstances may the Services be used for personal, family, or household purposes. We reserve the right to decline your enrollment in any Service if we believe that you are using the Service for personal, family or household purposes. We further reserve the right to suspend or terminate your use of any Service if we believe that you are using the Service for personal, family or household purposes or for any unlawful purpose. By using a Service, you represent that you meet these requirements and that you agree to be bound by this Agreement and any related Terms of Service.

#### **Z. Links and Frames**

Links to other sites may be provided on our Website or Mobile Banking for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or products or services provided by them. If you follow links to sites not affiliated with or controlled by Fulton Bank, you should review their privacy and security policies and other terms and conditions, as they may be different from those of our Website and Mobile Banking. We

are not responsible for the materials, products, services or other situations at or related to or from any other internet site, and make no representations concerning the privacy, security, or content of sites listed in any of the links provided on our Website or Mobile Banking. 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 on our Website or Mobile Banking. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off of Online or Mobile Banking. 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 our Website or Mobile Banking may send cookies to users that we do not control. You may link to the home page of our Website. However, you may not link to other pages of our Website without our express written permission. You also may not "frame" material on our Website without our express written permission. We reserve the right to disable links from any third-party sites to our Website or Mobile Banking.

## **IX. Your Responsibilities**

### **A. General Responsibilities**

Under this Agreement, you attest that you are the legal owner of the financial details and information accessible to you through the Services. You also agree that all information that you, a Business Authorized Signer, Business Administrator or a User has provided to be used in connection with the Services is accurate, current and complete and that you have the right to provide such information to us for the purpose of using the Services. You are not to misrepresent any identifying information about you or your Users. You are directly responsible to keep your information and information about your Users current and accurate.

You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Services.

### **B. Technology Requirements for Business Mobile Banking**

With respect to the Services, Users must maintain a suitable data service that is capable of supporting the use of the Services. We do not guarantee that a particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Services. We are not responsible for any third-party software/apps Users may need to install to use these Services. Any such software/app is accepted by the applicable User solely in accordance with the terms and conditions of the software/app agreement entered into directly with the third-party software provider. You and any applicable Users further accept responsibility for:

1. Password-protecting applicable mobile devices;
2. Enabling the automatic screen-locking feature to lock an applicable mobile device when it is not actively being used;
3. Installing all applicable software/app updates for an applicable device;
4. Installing software/apps that enables remotely deletion of any data on an applicable device in the event it is lost or stolen; and
5. Downloading the most recent version of our Business Mobile Banking App from the official Apple App Store® or Google Play™ store.

### **C. Security Responsibilities**

If at any time you have reason to believe that an Authentication Factor, a device PIN, or device has been lost or stolen, you must notify us immediately at the telephone number referenced in Section I.E above.

Upon five unsuccessful attempts to a User Password, that User's access to the Services may be suspended. Upon three unsuccessful attempts to use a one-time authentication code, that User's access to the Services may be suspended.

Data transferred via the Services are encrypted in an effort to provide transmission security. The Services utilize identification technology to verify that the sender and receiver of Online and Business Mobile Banking transmissions can be appropriately identified by each other.

Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that electronic communications and transactions may be susceptible to unanticipated third-party breaches. We do NOT warrant in any circumstance that data transfers utilizing the Services or e-mail or text messages transmitted to or from us will not be monitored or read by others.

#### **D. Your Privacy**

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

#### **E. Privacy of Others**

If you receive information about another person through a Service, you agree to keep the information confidential and only use it in connection with that Service.

#### **F. Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of any Service, regardless of the purpose of the use, and for all communications you send through that Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we may in our sole discretion find to be objectionable in any way. In addition, you are prohibited from using any Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section I.E of this Agreement above of any violations of this Agreement or an applicable Terms of Service generally.

#### **G. Taxes**

It is your responsibility to determine what, if any, taxes apply to the transactions 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 transaction, or for collecting, reporting or remitting any taxes arising from any transaction.



## **H. 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, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

Last Updated April 2024

The parties to this Agreement, acting through their duly authorized representatives, have caused this Agreement to be signed on

\_\_\_\_\_

\_\_\_\_\_  
**Business Name #1**

By: \_\_\_\_\_  
Business Authorized Signer's signature

Name: \_\_\_\_\_  
Business Authorized Signer's Name (please print)

Title: \_\_\_\_\_

\_\_\_\_\_  
**Business Name #2**

By: \_\_\_\_\_  
Business Authorized Signer's signature

Name: \_\_\_\_\_  
Business Authorized Signer's Name (please print)

Title: \_\_\_\_\_

\_\_\_\_\_  
**Business Name #3**

By: \_\_\_\_\_  
Business Authorized Signer's signature

Name: \_\_\_\_\_  
Business Authorized Signer's Name (please print)

Title: \_\_\_\_\_

**FULTON BANK, N.A.**

By \_\_\_\_\_  
Bank Representative's Signature

Name: \_\_\_\_\_  
Bank Representative's Name (please print)

Title: \_\_\_\_\_

## ACH ORIGINATION SERVICE

### TERMS AND CONDITIONS

*These Terms and Conditions describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions are incorporated into and part of the Small Business Online and Mobile Banking Agreement. By using this Service, you agree to be legally bound by these Terms and Conditions and the Small Business Online and Mobile Banking Agreement.*

#### BACKGROUND

These Terms and Conditions are “Terms and Conditions” under the Small Business Online and Mobile Banking Agreement between you and us (the “Agreement”) relating to the Service, i.e. ACH Origination Services, described herein.

You wish to initiate Credit Entries and/or Debit Entries by means of the Automated Clearing House Network pursuant to these Terms and Conditions and the rules of the National Automated Clearing House Association and the rules of the ACH (as hereafter defined) (the “Rules”), and we are willing to act as an Originating Depository Financial Institution with respect to such Entries.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from you hereunder from which we prepare Entries.

#### 1. TERMS AND CONDITIONS

- 1.1. *Transmittal of Entries by You.* You shall transmit Entries to us to the location(s) and in compliance with the formatting and other requirements set forth in Exhibit A attached hereto. The total dollar amount of Entries transmitted by you, in any given month, to us on any one day shall not exceed the monthly limits set forth by you, provided that we may, in our sole discretion and without advance notice to you, increase or decrease these limits. In the event that we change the limits, we shall notify you by mail or, at our option, telephone call or electronic mail, within one business day of the change. If you have any questions regarding the daily limits in effect at any particular time or about whether a particular transaction will be honored, please contact Customer Service.
- 1.2. *Compliance with Security Procedures.* In addition to the security procedures described in the Agreement, Exhibit B and the following security procedures shall apply with respect to Entries under these Terms and Conditions:
  - (a) If an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request) and, in the event that the Entry was a Credit Entry, you shall be obligated to pay us the amount of such Entry even though the Entry (or request) was not authorized by you, provided we accepted the Entry in good faith and acted in compliance with the security procedures described herein and in the Agreement with respect to such Entry. If email address comparison is to be used as a part of that security procedure, we shall be deemed to have complied with that part of such procedure if we compare the e-mail address accompanying a file of Entries (or request for cancellation or amendment of an Entry) received within the e-mail of an authorized representative of you as completed in the Agreement and, on the basis of such comparison, believe the email address accompanying such file to be that of such authorized representative.
  - (b) If an Entry (or request for cancellation or amendment of an Entry) received by us was transmitted or authorized by you, you shall, in the event that the Entry was a Credit Entry, pay us the amount of the Entry, whether or not we complied with the security procedures described in  
  
the Agreement with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if we had complied with such procedures.

### 1.3 Processing, Transmittal and Settlement by Us

- (a) Except as provided in Section 1.4 concerning On-Us Entries) and Section 1.5 (concerning Rejection of Entries), we shall (i) process Entries received from you to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank of Philadelphia, the Electronic Payments Network or a similar network (the “ACH”) acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.
- (b) We shall transmit such Entries to the ACH by the deadline of the ACH set forth in Exhibit C attached hereto, in the case of Debit Entries, one business day, and in the case of Credit Entries, two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by our related cut-off time set forth on Exhibit C on a business day, (ii) the Effective Entry Date is at least one (1) or two (2) days after such business day depending on transaction type, and (iii) the ACH is open for business on such business day. If you have elected same-day origination and subject to the conditions in (i) and (iii) above, we shall transmit eligible Entries to the ACH on the same business day received by us. Entries shall be deemed received by us, in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein or in the Agreement) is completed as provided in Exhibit A.
- (c) If any of the requirements of clause (i), (ii) or (iii) of Section 1.3(b) are not met, we shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that specified in Exhibit C which is a business day and a day on which the ACH is open for business.
- (d) We shall have no responsibility to process any Entries which are not received by us in a proper format and in accordance with this Section 1.3.
- (e) You understand and agree that we may, in the performance of our obligations under this Section 1.3 and Section 1.4 (concerning On-Us Entries), use one or more agents. The use of any agent in such capacity shall not relieve us from any of our obligations hereunder.

1.4 *On-Us Entries.* Except as provided in Section 1.5 (concerning Rejection of Entries), in the case of an Entry received for credit or debit to an account maintained with us, i.e. where no ACH is used, (an “On-Us Entry”), we shall credit, in the case of a Credit Entry, or debit, in the case of a Debit Entry, the Receiver’s account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 1.3(b) are met. If either of those requirements is not met, we shall use reasonable efforts to credit, in the case of a Credit Entry, or debit, in the case of a Debit Entry, the Receiver’s account in the amount of such Entry no later than the next business day following such Effective Entry Date.

### 1.5 Rejection of Entries.

- (a) Discretion to Reject Entries. We may reject any Entry which does not comply with the requirements of Section 1.1 (concerning Transmittal of Entries by you) or Section 1.2 (concerning Security Procedures) or which we reasonably determine is prohibited by any applicable law or regulation, including, without limitation, any law enforced by the Office of Foreign Assets Control (“OFAC”) of the United States Department of the Treasury or which contains an Effective Entry Date more than thirty (30) days after the business day such Entry is received by us. We may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. We may reject any Entry if you have failed to comply with your payment or funding obligations under Section 1.8 (concerning Payment for Credit Entries) or your account balance obligations under Section 1.9 (concerning the Account). We may reject any entry if you do not adhere to security procedures as described in Exhibit B and the Agreement. We shall notify you by telephone, or, at our option, where such Entry was transmitted to us by electronic transmission, by electronic transmission, of such rejection no later than the business day such Entry would otherwise have been transmitted by us to the ACH or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. We shall have no liability to you by reason of the

rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

- (b) Restrictions on Entries. We shall reject all Entries involving gambling transactions and reserve the right to adopt additional restrictions on the type of Entries that we process. Any additional restrictions on the type of Entries processed by us shall be effective upon written notice to you. We shall have no liability to you by reason of the rejection of any such Entry.

1.6 *Cancellation or Amendment by You*. You shall have no right to cancel or amend any Entry after its receipt by us. However, if such request complies with the security procedures described in Exhibit B for the cancellation of Data, we shall use reasonable efforts to act on a request by you for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting, where the Entry is a Credit Entry, or debiting, where the Entry is a Debit Entry, a Receiver's account, but shall have no liability if such cancellation is not effected. You shall reimburse us for any expenses, losses, or damages (including reasonable attorneys' fees) we may incur in effecting or attempting to effect your request for the reversal of an Entry.

1.7 *Notice of Returned Entries*. We shall notify you by mail or, at our option, by electronic transmission, of the receipt of a returned Entry from the ACH no later than one business day after the business day of such receipt. Except for an Entry retransmitted by you in accordance with the requirements of Section 1.1 (concerning Transmittal of Entries by You), we shall have no obligation to retransmit a returned Entry to the ACH if we complied with these Terms and Conditions with respect to the original Entry.

1.8 *Payment for Entries*.

- (a) Credit Entries. You shall pay us the amount of each Credit Entry transmitted by us pursuant to these Terms and Conditions at such time on the date of transmittal by us of such Entry as we, in our discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as we, in our discretion, may determine. We may, in our discretion, in lieu of requiring you to pay the amount of each Credit Entry on the date of transmittal of such Entry by us: (i) restrict or withhold the availability of funds in the Account (as defined in Section 1.9) equal to the amount of each Credit Entry on the date of transmittal by us of such Entry until the Settlement Date of such Entry; or (ii) permit you to pay us the amount of each Credit Entry not later than the Settlement Date of such Entry. In addition to the waiver provision in the Agreement, in the event that we shall from time to time permit or accept payment of the amount of any Credit Entry on a date after the date of transmittal of such Entry by us, such action shall not: (A) constitute a waiver or modification of these Terms and Conditions; (B) establish any course of dealing between the parties; or (C) in any way alter or restrict our ability to require at any time, and without prior notice to you, payment of the amount of any Credit Entry on the date of transmittal of such Entry by us.

- (b) Debit Entries. We shall credit the Account at such time on the Settlement Date, or in the event the Settlement Date is not a business day, on the next business day following the Settlement Date, as we, in our discretion, may determine with the amount of each Debit Entry transmitted by us to the ACH, and at such time on the applicable Effective Entry Date as we, in our discretion, may determine with the amount of each On-Us Entry debited to a Receiver's account under these Terms and Conditions. Any amount so credited shall be available for withdrawal by you on the day such amount is credited to the Account. In the event any Debit Entry is returned by a Receiving Depository Financial Institution in accordance with the Rules after we have provided such credit, you shall, upon demand, repay us the amount of such Entry. We may treat as a Returned Entry any On-Us Entry to be debited to a Receiver's account if there are not sufficient funds in the Receiver's account to honor the Entry and shall notify you of any such Entry as provided in Section 1.7 (concerning Notice of Returned Entries).

1.9 *The Account*. Notwithstanding any conflicting fee provisions in the Agreement, we may, without prior notice or demand, obtain payment of any amount due and payable to us for the Service by debiting your Bank Deposit Account(s) referred as (the "Account"), and shall credit the Account for any amount received by us by reason of the return of an Entry transmitted by us for which we have previously received payment from you. Such credit shall be made as of the day of such receipt by us. You shall at all times maintain a balance of available funds in the Account sufficient to cover your payment obligations under these Terms and Conditions. You hereby grant to us a

security interest in the Account and any other deposit accounts you may now or hereafter have with us or our affiliates to secure all of your present and future obligations under these Terms and Conditions and the Agreement.

- 1.10 *Account Reconciliation.* Entries transmitted by us or credited or debited to a Receiver's account maintained with us will be reflected on your periodic statement issued by us with respect to the Account pursuant to the Rules and Regulations for Deposit Accounts. You agree to notify us promptly of any discrepancy between your records and the information shown on any periodic statement. If you fail to notify us of any discrepancy within ten (10) days of receipt of a periodic statement containing such information, you agree that we shall not be liable for any losses resulting from your failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If you fail to notify us of any such discrepancy within ten (10) days of receipt of such periodic statement, you shall be precluded from asserting such discrepancy against us.
- 1.11 *Your Representations and Agreements.* In addition to the representations and warranties in the Agreement, with respect to each and every Entry initiated by you, you represent and warrant to us and agree that (a) each person shown as the Receiver on an Entry received by us from you has authorized the initiation of such Entry and the crediting or debiting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by us as provided herein, (c) in the case of a Debit Entry to a Consumer Account, such authorization is in writing and signed or similarly authenticated by the Consumer, (d) Entries transmitted to us by you are limited to those types of Credit Entries set forth in Section 1.1 (concerning Transmittal of Entries By You), and (e) you shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. You specifically acknowledge that you have received notice of the Rule regarding provisional payment and the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.
- 1.12 *Additional Limitation on Liability.* In addition to the limitations on liability in the Agreement, we shall be excused from failing to transmit or from any delay in transmitting an Entry if such Transmittal would result in our exceeding any limitation upon our intra day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment, our otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In addition to any corresponding provisions in the Agreement, our liability for loss of interest resulting from our error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that we are responsible for any act or omission of you.
- 1.13 *Inconsistency of Name and Account Number.* You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by us in the case of an On-Us Entry) on the basis of the account number supplied by you, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.
- 1.14 *Notifications of Change and Returns.* We shall notify you of any changes or returns received by us relating to Entries transmitted by you by electronic transmission (email) no later than two (2) business days after receipt thereof. The email will be sent to the Primary Administrator of the Company. Additional user notifications (emails) may be set-up within the Service by the Primary Administrator.
- 1.15 *Payment for Services.* With respect to the Service, you agree to pay the service charges and transaction fees set forth in the most recently published Small Business Fee Schedule or otherwise provided to you.
- 1.16 *Data Retention.* You shall retain data on file adequate to permit remaking of Entries for thirty (30) days following the date of their transmittal by us as provided herein, and shall provide such data to us upon our request.

- 1.17 *Evidence of Authorization.* You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire or, if longer, for the period required under the Rules.
- 1.18 *Compliance with National Automated Clearing House Association and ACH Rules.* We reserve the right to audit you on a periodic basis for your compliance with the terms of these Terms and Conditions and the rules of the National Automated Clearing House Association and the ACH, as they may be amended from time to time. In addition to the termination provisions in the Agreement, in the event we determine, either as a result of an audit or otherwise, that you are in violation of or have violated any rule of the National Automated Clearing House Association or ACH, including but not limited to the National Automated Clearing House Association Risk Management and Assessment Rule, we reserve the right to immediately terminate this Service pursuant to the terms of the Agreement or to suspend our performance in a manner that permits us to ensure that such violation is remedied, and that you are in full compliance with all applicable rules.
- 1.19 *Survival.* Notwithstanding the termination and survival provisions in the Agreement, any termination of this Service shall not affect any of our rights and your obligations with respect to Entries initiated by you prior to such termination, or your payment obligations with respect to Services performed by us prior to termination or any other obligations that survive termination of the Service.

**EXHIBIT A**

**Our Location and Format of Transmissions**

**Fulton Financial Corporation**

**One Penn Square**

**P. O. Box 4887**

**Lancaster, PA 197604**

The Bank will provide the National Automated Clearing House Association (NACHA) file specifications, if requested by the customer. The file layout and specifications will be provided to customers that generate their own NACHA file or use a third party software program.

**Please see:**

**Fulton Financial Corporation**

**ACH Debit and Credit Origination Packet**



## **EXHIBIT B**

### **Security Procedures for Transmission and Cancellation**

The following security procedures are applicable for each method of data transmission:

#### **FILE TRANSFER PROTOCOL (FTP TRANSMISSION):**

You will review the File Transfer Protocol Terms and Conditions and will be granted access to the FTP system using a unique User ID and Password. We verify originator through recognition of the file and batch header records and may compare the total dollar value and effective date of the file reported by you.

#### **SMALL BUSINESS ONLINE BANKING REGISTRATION FORM: ACH SERVICES:**

You will review the Small Business Online and Mobile Banking Agreement and execute the Small Business Online Banking Registration Form: ACH Services and will be granted access to the Service using a unique User ID(s) and Password(s). We verify originator through recognition of the file and batch header records and may compare the total dollar value and effective date of the file reported by you.

## EXHIBIT C

### ACH and Institution Cut-Off Times

#### ACH PROCESSING

All ACH Origination files containing outgoing credits such as Direct Deposit of Payroll, Vendor Payments, Tax Payments, etc., should be received at least TWO (2) BUSINESS DAYS prior to the effective date of the transaction (date transactions will post to the respective accounts). If you have elected and are entitled to same-day origination we shall transmit eligible Entries on the same business day. Same Day Entries must be received and transmitted to the Bank by 11:30 a.m. EST. All other Files may be released for processing by us up to 4:00pm ET.

All ACH Origination files containing outgoing debits such as Consumer Debits, Membership Drafts, Payment Collections, etc., should be received at least ONE (1) BUSINESS DAY prior to the effective date of the transaction (date transactions will post to the respective accounts). If you have elected and are entitled to same-day origination we shall transmit eligible Entries on the same business day. Same Day Entries must be received and transmitted to the Bank by 11:30 a.m. EST. All other Files may be released for processing by us up to 4:00 p.m. EST.

The processing schedule assumes you want your file processed in the next run. You can send your ACH files early, as long as the effective date specifies when the transactions should post. If the effective date for posting is later than two business days, your file will be warehoused and released two business days before the effective date for credits and one business day before the effective date for debits. (For example, if your credit file has an effective date of Friday the 9th and we receive it on Monday the 5th, it will be warehoused until Wednesday the 7th.)

If you are a new ACH customer, you should send us a test file at least SIX (6) BUSINESS DAYS prior to the date when you will begin sending live transactions. We request that you send us a prenote file (a file with zero dollars) as your test file so we can run it through the Bank's ACH Core Banking system. Otherwise, we can not guarantee that your live file will process properly.

These ACH Origination Service Terms and Conditions (“Terms and Conditions”) are incorporated into and made a part of the Small Business Online and Mobile Banking Agreement. By signing below, you acknowledge that you have received and read these documents and agree to be legally bound by these Terms and Conditions and by the Small Business Online and Mobile Banking Agreement.

Business Authorized Signer - Please Print Name (Required)

\_\_\_\_\_ / \_\_\_\_\_  
Date

Business Authorized Signature (Required)

\_\_\_\_\_

Fulton Bank Representative - Please Print Name (Required)

\_\_\_\_\_ / \_\_\_\_\_  
Date

Fulton Bank Representative Signature (Required)

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## FUNDS TRANSFER AGREEMENT

**THIS FUNDS TRANSFER AGREEMENT** contains the terms and conditions that apply when the customer (“Customer”) desires to arrange for the domestic or international transfer of Customer’s funds on deposit at Fulton Bank, N.A. hereto (“Bank”) either to accounts of Customer maintained elsewhere or to the accounts of third parties, in either case for other than personal, family, or household purposes (a “Covered Transfer”). Bank is willing to provide services for the transfer of funds via Fedwire or an authorized S.W.I.F.T. message, as specified in the appropriate authorization form for services and transfers submitted to Bank by Customer (each, an “Authorization”), based upon, limited by, and subject to the terms and conditions contained in this Agreement.

In consideration of these premises, including without limitation Customer’s desire to use these funds transfer services and Bank’s willingness to provide them, and for other good and valuable consideration, the nature and sufficiency of which are hereby acknowledged, Customer and Bank agree as follows:

### DEFINITIONS.

“Agreement” means this Funds Transfer Agreement and includes each and every Authorization, as these may be amended, modified, replaced or supplemented from time to time.

“Account” means an account or accounts of Customer, maintained at Bank, that Bank may debit for any Request (as defined below) of Customer executed pursuant to this Agreement.

“Authorization” shall have the meaning set forth in the Recitals above.

“Authorized Account” means any Account identified on an Authorization or, in the absence of any such identification, any Account maintained by Customer at Bank. that Bank may, in either case, debit for any Request (as defined below) by Customer that is executed pursuant to this Agreement.

“Authorized Representative” means any person designated by Customer on the Authorization whom Customer has authorized to give Requests or Authorizations in the name, or having the PIN (as defined below), of Customer and/or to confirm Requests given to Bank in the name, or having the PIN, of Customer.

“Available Funds” means funds on deposit in an Account and available for withdrawal pursuant to both Regulation CC of the Board of Governors of the Federal Reserve System and the applicable funds availability schedule and policies of Bank.

“Bank” shall have the meaning set forth in the Recitals on page 1 hereof.

“Customer” shall have the meaning set forth in the Recitals on page 1 hereof.

“Covered Transfer” shall have the meaning set forth in the Recitals on page 1 hereof.

“Dispute” shall have the meaning set forth in Section 11.14 hereof.

“Electronic Service” means an electronic or computer-based funds transfer service or product of Bank.

“Fedwire” means the funds transfer system of the Federal Reserve Banks.

“Nonrepetitive Payment Order” means a Request in which the Authorized Account and/or the account of the beneficiary and the date and dollar amount are all specified at the time of the Request.

“OFAC” means the U.S. Treasury Department’s Office of Foreign Assets Control, which is charged with administering and enforcing economic and trade sanctions against hostile countries and nationals

thereof pursuant to U.S. anti-money laundering, anti-terrorism, anti-narcotics trafficking, foreign policy, and national security objectives.

“PIN” means a confidential personal identification number used to confirm identification.

“Repetitive Payment Order” means a Request for pre-authorized, periodic funds transfers from the same Authorized Account to the same beneficiary account where only the date and the dollar amount of the Request may vary.

“Request” means a request by Customer to Bank for a Covered Transfer, or for a cancellation or amendment of a Covered Transfer, made by Customer or in the name, or having the PIN, of Customer by an Authorized Representative, requesting that funds in an Authorized Account be transferred to a third party.

“Security Procedure” refers to each of the procedures described in this Agreement for the purpose of verifying the authenticity of funds transfer communications sent to Bank.

“S.W.I.F.T.” refers to the Society for Worldwide International Financial Telecommunication, which operates a computerized telecommunications network for transmitting financial messages among financial institutions throughout the world.

“U.C.C.” means the Uniform Commercial Code as adopted by and in effect in the Commonwealth of Pennsylvania.

“Wire Transfer Business Day” means any day, other than a Saturday or Sunday, on which Bank is open for business in the Commonwealth of Pennsylvania. The end of the Wire Transfer Business Day is determined by a wire transfer deadline set by Bank and is subject to change from time to time.

## **AUTHORIZED ACCOUNTS**

During the term of this Agreement, Customer shall establish and maintain one or more Accounts for use as Authorized Accounts and shall provide Bank with Customer’s e-mail address for purpose of receiving e-mail notifications by Bank. Customer shall from time to time fund such Authorized Accounts with sufficient Available Funds to pay (A) all checks and drafts drawn against such Authorized Accounts; (B) any transfers from such Authorized Accounts, including without limitation transfers governed by this Agreement; and (C) all fees and other charges owing to Bank by Customer. Customer further agrees that in the event it fails to maintain on deposit in any Authorized Account sufficient Available Funds pursuant hereto, Bank in its sole discretion may, but shall not be required to, decline to execute any Request involving that Authorized Account.

## **FUNDS TRANSFER SERVICES.**

**Execution of Requests.** Bank may execute each Request received by Bank, whether such Request is telephonic, electronic, or in person at a branch office of Bank; provided, however, that, subject to Article 2 hereof, Customer has sufficient Available Funds on deposit in an Authorized Account; and provided further that the Request (a) is received by Bank in the medium and at the place from time to time specified by Bank, and (b) is authorized by Customer or an Authorized Representative or is verified by Bank in compliance with a Security Procedure for verifying the authenticity of such a Request. Bank may handle a Request from Customer (or its Authorized Representative) and other customers in any order selected by Bank within its sole discretion and, unless otherwise instructed by Customer in a manner consistent with Section 3.7 hereof, Bank may use any means (including without limitation sending messages in explicit language, code or cipher), intermediaries, or funds transfer systems (which Customer understands and acknowledges may have their own operating rules governing the execution of fund transfers) as Bank, in its sole discretion, shall determine. Customer shall not request a funds transfer that violates any federal, state, or foreign law or regulation, including, but not limited to, a transfer in violation of OFAC sanctions or regulations. Customer expressly

acknowledges that illegal transfers may be rejected or blocked and originators of such transfers may be subject to fines or other adverse legal action.

From time to time Customer may instruct an originating bank to initiate funds transfer drawdown requests against an Authorized Account and such originating bank will advise Bank of such instructions via a Fedwire or S.W.I.F.T. message. Customer authorizes Bank to (i) accept and honor such funds transfer drawdown requests received from such originating bank against an Authorized Account and (ii) debit Customer's Authorized Account (or, at Bank's discretion, any other Account if the Authorized Account lacks sufficient Available Funds) upon receipt of such drawdown request and then transfer the proceeds via Fedwire or S.W.I.F.T. to such originating bank for credit to the account specified by the originating bank.

**Time of Receipt.** A Request is accepted by Bank when Bank executes the Request. Customer acknowledges that Bank maintains time deadlines for accepting funds transfer requests in general, and that time deadlines are subject to change from time to time at Bank's discretion. Bank may, in its sole discretion, treat any Request received after Bank's applicable time deadline on a Wire Transfer Business Day (or after any applicable deadline set by any other bank receiving the funds transfer pursuant to the Request ) as if it were received by the time deadline on that Wire Transfer Business Day or may treat it as if it were received at the opening of the next Wire Transfer Business Day. Bank shall treat any Request received during a weekend or on a holiday as received on the next Wire Transfer Business Day.

#### **Cancellation or Amendment of a Request or Authorization.**

Customer acknowledges that it may be unable to cancel or amend a Request after it has been received by Bank. Bank may at its discretion use reasonable efforts to act on Customer's instruction for cancellation or amendment of a Request; provided, however, that the instruction is received by Bank prior to the applicable time deadline and at a time and in a manner affording Bank a reasonable opportunity to act prior to Bank's acceptance of the Request, and provided further that Bank shall have no liability if any cancellation or amendment is not effected or if any funds already transferred are not recovered.

Any Repetitive Payment Order Authorization from Customer shall be made in the form provided to Customer by Bank and shall remain in effect until Customer cancels it in writing and Bank receives and has reasonable time to act upon such notice of cancellation.

Customer shall reimburse Bank for any expenses incurred by Bank in canceling or amending or attempting to cancel or amend a Request or Authorization, and Customer shall indemnify Bank and hold Bank harmless from any loss or liability (including without limitation reasonable attorney's fees and expenses) arising in connection with any cancellation or amendment of a Request or Authorization.

**Debits and Overdrafts.** Customer agrees that Bank may debit any Authorized Account of Customer for any Request executed by Bank pursuant to this Agreement, even if the debit creates or increases an overdraft in the Authorized Account. As a courtesy to Customer, Bank will allow overdraft protection of up to Five Dollars (\$5.00) resulting from a Request with respect to any Authorized Account of Customer without charge to Customer. If Bank allows Customer an overdraft in excess of Five Dollars (\$5.00), such overdraft will be subject to overdraft fees and may, if Customer has executed an agreement with Bank for overdraft protection, be subject to interest charges. If Customer receives notification from Bank on any Wire Transfer Business Day that an overdraft in any amount has been created or increased, Customer shall cause Available Funds sufficient to pay the amount of the overdraft and any interest charges and overdraft fees to be deposited into or credited to the Authorized Account by the close of that same day on which such notification has been received.

**Applicable Rules.** Each Request, or cancellation or amendment of a Request, may be furthered by any bank by use of Fedwire or other system, including but not limited to S.W.I.F.T. communication. The rights and obligations of Bank and Customer with respect to any Request shall be governed by applicable laws,

rules, regulations, and operating circulars, as appropriate, of the Board of Governors of the Federal Reserve System, Fedwire, S.W.I.F.T., or other such system used or authorized by Bank, whether or not Bank is a member of the system.

**Identifying Number. Customer acknowledges and agrees that:**

**Discrepancy as to Beneficiary.** If Customer's Request identifies the beneficiary by both a name and an identifying or bank account number and the name and number identify different persons, execution of the Request, payment to the beneficiary, or amendment or cancellation of the Request, shall be made solely on the basis of the number.

**Discrepancy as to Beneficiary's Bank.** If Customer's Request identifies any bank by both a name and an identifying number and the number identifies an institution different from the bank identified by name, any bank may rely solely on the identifying number.

**Instructions or Restrictions.** No instructions or other restrictions affecting Bank's acceptance of a Request made by Customer or by an Authorized Representative in the name, or having the PIN, of Customer shall be effective unless accepted and agreed to in writing by Bank; provided, however, that Bank, at its option and in its sole discretion, may elect to act consistently with such instructions or other restrictions that it believes in good faith were made by Customer, and Customer agrees that Bank shall have no liability to Customer for doing so.

**Changes of Authorization.** Customer may change the Authorized Representative, the telephone callback instructions in the Authorization, the Authorized Account, or the limits per transfer or day on the Authorization, by submitting to Bank an amended Authorization executed by Customer. Bank shall not be bound by any changes in authorization until Bank receives a duly amended Authorization and has reasonable time to implement the changes. **BANK SHALL BE ENTITLED TO RELY UPON THE AUTHORITY OF EACH AUTHORIZED REPRESENTATIVE, AND UPON THE AUTHENTICITY AND LEGALITY OF ANY REQUEST MADE BY ANY SUCH AUTHORIZED REPRESENTATIVE, UNTIL SUCH TIME AS BANK RECEIVES WRITTEN NOTICE FROM CUSTOMER OF THE REVOCATION OF THE DESIGNATION OF SUCH AUTHORIZED REPRESENTATIVE.**

**3.9 Repetitive Payment Orders.** On the basis of instructions from Customer provided in writing or electronically on an authorization form provided by Bank, Bank will send, on a recurring, scheduled basis, wire transfers to any person designated as a beneficiary on said form. Customer represents and warrants that its execution and delivery from time to time to Bank of said form or any amendments thereto will constitute a valid, effective, and continuing Authorization by Customer with respect to the dates, amounts, and beneficiaries listed on said form. Each Repetitive Payment Order Authorization set forth on said form shall continue and remain in full force and effect until (a) Bank has received written notification from Customer revoking such Authorization in such a time and manner as to afford Bank a reasonable opportunity to act on it, or (b) Customer provides Bank with a new Authorization that replaces and supersedes the current Authorization, and the new Authorization is provided in such a time and manner as to afford Bank a reasonable opportunity to act on it. Customer acknowledges and agrees that the security procedures set forth in Section 4 of this Agreement shall only be conducted by Bank upon the initial submission of a Repetitive Payment Order Authorization form and that thereafter Bank will be entitled to rely on the accuracy and authenticity of the information provided by Customer on said form until revoked or amended by Customer as provided herein. Customer acknowledges and understands that procedures may differ depending on whether the funds transfer is domestic or international.

**3.10 Blocking or Rejecting Requests.** Except as otherwise expressly provided in a written agreement signed by Bank, Bank has the right to delay, reject, block, or refuse to accept any Request for any reason. Bank will have no liability to Customer based on its rejection, blocking, or refusal of any Request. If Bank delays, blocks, rejects, or refuses any Request, Bank will endeavor to notify Customer within a reasonable time of such action, if possible by the close of business on the next Wire Transfer Business Day following the day on which such delay, rejection, block, or refusal has taken place, but Bank will have no liability to

Customer based on Bank's failure or delay in providing such notice. If Bank has debited any Account of Customer for the Request that Bank has delayed, rejected, blocked, or refused, Bank shall reimburse Customer for those funds.

**3.11 Statements and E-mail Notifications.** Bank will provide Customer with periodic statements showing a credit or a debit, as the case may be, for each funds transfer made in connection with any Authorized Account. In addition, Bank will provide notification of each funds transfer, within two (2) Wire Transfer Business Days. Such notification may be via e-mail if Customer and Bank separately agree to e-mail notification in the form attached hereto as Schedule B. It is Customer's responsibility to review each such statement and each such e-mail notification within thirty (30) days of receipt. Customer shall be deemed to have approved, and to have waived any right to challenge the validity of, any funds transfer posted on an e-mail notification unless Customer sends Bank written notice of any discrepancy, unauthorized or erroneous Request, or any other error within thirty (30) days of receipt of such e-mail notification.

### **3.12 International Requests.**

(a) **Currency.** Requests for the transfer of U.S. Dollars shall be paid in U.S. Dollars if the funds are to be transferred to a beneficiary account located in the United States or its protectorates or territories. If a Request requires U.S. Dollars to be transferred to a beneficiary account located outside of the United States or its protectorates or territories, however, Customer acknowledges and agrees that an intermediary bank or the beneficiary's bank may pay the beneficiary in non-U.S. Dollar currency at the intermediary bank's or beneficiary bank's rate of currency exchange for such transfers. Customer is responsible for advising the beneficiary of this possibility and for paying any foreign exchange fees that may be charged by an intermediary bank or the beneficiary's bank.

(b) **Finality.** International Requests are final when delivered to Bank. Notwithstanding the foregoing, Bank in its sole discretion may, pursuant to the instructions of Customer or an Authorized Representative, endeavor to cancel or amend Customer's Request before the transfer of funds is effected; provided, however, that Bank shall not incur any liability if Bank is unable, for any reason, to cancel or amend the Request.

(c) **Delays by Third Parties.** Customer understands and expressly acknowledges that intermediary banks and beneficiary banks located in some countries may take several days or even weeks to credit the receiving account. Customer understands and acknowledges that Bank has no liability for any such delays.

(d) **Refunds.** Refunds of U.S. Dollar international funds transfers shall be in U.S. Dollars in the amount of U.S. Dollars that Bank receives from the bank that is returning the transferred funds to Bank at such bank's rate of currency exchange, less any fees therefor. Refunds of non-U.S. Dollar currency funds transfers shall be in the amount of U.S. Dollars that can be bought by Bank for the applicable non-U.S. Dollar currency amount at Bank's then-current rate of currency exchange. Customer understands and agrees that it shall bear all risk of loss due to fluctuation in the rate of currency exchange. No funds transfer fee shall be refunded.

## **SECURITY PROCEDURES**

**Verification of Funds Transfer Request.** Customer agrees that any Request made by Customer or by an Authorized Representative in the name, or having the PIN, of Customer may be verified as an authentic Request of Customer by Bank's use of the following Security Procedures:

**Telephonic:** A person identifying himself or herself as an Authorized Representative makes a Request by calling Bank at the telephone number designated from time to time by Bank for telephonic Requests. Bank may verify the Request as an authentic Request of Customer by performing the telephone callback selected by Customer on the Authorization.



**Other:** Bank may, in its discretion, adopt use of written instructions for Requests or an electronic service with verification of the Request as an authentic Request of Customer by performing the telephone callback selected by Customer on the Authorization or by using the procedures and protocols specified in the instructions or manual for the electronic service as in effect from time to time.

If Bank is unable to verify a Request, Bank may, in its sole discretion and without any liability to Customer whatsoever, decline to execute such Request.

**PIN.** Bank may assign to Customer one or more confidential numbers, or PINs, for the purpose of identification of Customer. In that event, no Request will be acted upon by Bank that does not refer to the PIN assigned to Customer. Customer agrees that authority to request a funds transfer and to issue other instructions and directions related to a funds transfer shall be conclusively presumed if the person making the request or issuing the instructions or directions uses the PIN assigned by Bank to Customer. Customer is responsible for maintaining the confidentiality of the PIN assigned by Bank to Customer for the purpose of identification of Customer and shall report promptly any breach of confidentiality to Bank's Wire Transfer Department.

**Commercially Reasonable Procedures.** Customer acknowledges and agrees that the Security Procedures described in this Agreement are commercially reasonable. Customer further acknowledges and agrees that Bank may use the Security Procedures to verify the authenticity of any Request of Customer and that any Request acted upon by Bank in compliance with the Security Procedures, whether or not authorized by Customer, shall conclusively be deemed an authorized Request of Customer. Customer understands that Bank, at its discretion and upon written notice to Customer, may change the Security Procedures and agrees that Customer's continued use of any funds transfer service hereunder after the effective date of any change in the Security Procedures shall evidence Customer's acknowledgment and agreement of the commercial reasonableness of the changed Security Procedures.

## **FEES AND COSTS.**

**Fees and Charges.** Bank may charge to Customer's Accounts such reasonable wire transfer fees and other charges (including without limitation any charges from a third party, transmission charges, transfer fees, and international wire transfer charges) as Bank may impose from time to time in accordance with its customary pricing policies. Bank shall make available to Customer, at Customer's request, a schedule of fees and charges for funds transfer services then in effect. Bank may debit any Authorized Account (or, if there are insufficient Available Funds therein, any Account) of Customer in the amount of the fees and charges due and owing from time to time to Bank by Customer, unless Customer arranges another payment procedure acceptable to Bank.

**Costs.** Customer shall reimburse Bank for any costs and expenses incurred by Bank in executing any Request pursuant to this Agreement, including but not limited to costs and expenses incurred to make, revoke, amend, research, trace, or cancel any transfer of funds requested by Customer. In addition, Customer acknowledges, understands, and agrees that funds transfers may be sent through intermediary or correspondent banks and that those banks may also charge a fee for processing the funds transfer. Customer further acknowledges and understands that the selection of intermediary or correspondent banks, and thus fees that may be charged, is not always within Bank's control due to the nature of the funds transfer process. Customer hereby authorizes any intermediary or correspondent bank that handles any funds transfer originated by Customer to deduct its fees or charges, if any, from the amount of the funds transfer.

## **CUSTOMER INDEMNITY.**

Except as may be limited by applicable law, Customer shall indemnify and hold harmless Bank, its directors, officers, employees, and agents from any claims, demands, judgments, loss, liability, or expenses

(including without limitation reasonable attorney's fees and expenses) arising out of or in connection in any way with Bank's performance of funds transfer services pursuant to this Agreement, including but not limited to Bank's blocking or rejecting a funds transfer request, unless, and subject to the provisions of Section 7 hereof, (a) Customer is in compliance with this Agreement and (b) the loss or liability arises solely out of Bank's failure to exercise ordinary care, failure to act in good faith, or failure to act substantially in accordance with Customer's instructions given pursuant to this Agreement. Customer acknowledges and agrees that this indemnification shall survive the termination of this Agreement.

## **LIMITATION OF LIABILITY.**

**No Responsibility for Detection of Errors.** Bank shall not be responsible for detecting any Customer error contained in any Request or Authorization provided by Customer to Bank. Customer is responsible for reviewing each account statement or other notice promptly upon receipt for any unauthorized or erroneous funds transfers or any other inaccuracies concerning funds transfers and notifying Bank immediately of any such inaccuracies.

**Compensable Damages.** If Bank fails or delays in making a funds transfer pursuant to Customer's instructions, or if Bank makes a funds transfer in an erroneous amount that is less than the amount Customer instructed, unless otherwise required by law or as otherwise provided in this Agreement, Bank's liability shall be limited to interest on the amount that Bank failed to transfer timely, calculated from the date on which the funds transfer was to be made until the date it was actually made or Customer canceled the instructions; provided that in no case shall Bank be liable for more than sixty (60) days of interest unless required by law. Bank may pay such interest either to Customer or the intended beneficiary of the transfer, but in no event will Bank be liable to both parties, and Bank's payment to either party will fully discharge any obligation to the other. If Bank makes a funds transfer in an erroneous amount that exceeds the amount Customer instructed, or if Bank permits an unauthorized funds transfer, Bank's liability will, unless otherwise required by law or as otherwise provided in this Agreement, be limited to a refund of the amount erroneously transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. **BANK SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, (INCLUDING BUT NOT LIMITED TO DAMAGES FROM LOSS OF PROFIT, GOODWILL, OR CUSTOMER RELATIONS), WHETHER OR NOT SUCH DAMAGES RELATE TO SERVICES COVERED BY U.C.C. ARTICLE 4A, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Compensation in the form of interest, or for loss of interest or use of funds, shall be limited to an amount equal to interest at the average federal funds rate paid by Bank for each of the days for which interest is payable. Customer agrees that Bank may, at its sole option, pay interest compensation as follows: (a) by lump sum payment of cash; or (b) by providing a credit to an Authorized Account. Bank shall not be liable for the insolvency, neglect, misconduct, mistake, delay, default, or other acts or omissions on the part of any other bank or person, including, without limitation, any third party used by Bank in executing a funds transfer or performing a related act, and no such bank, person, or third party shall be deemed to be Bank's agent.

**Required Notice.** Notwithstanding the provisions of Section 7.2 hereof, Bank shall not be liable for any interest on the amount of a Request that was unauthorized, delayed or erroneously executed unless Customer notifies Bank in writing, within (i) thirty (30) calendar days following the date of Bank's statement or e-mail notification (whichever was delivered first) on which the funds transfer relating to the Request was posted, that the Request was unauthorized, delayed or erroneously executed.

**Force Majeure.** Bank shall not be liable for its inability to perform or its delay in performing its obligations under this Agreement when such inability or delay arises out of causes beyond Bank's control, including, without limitation, any act of God, emergency conditions, war, accident, equipment failure, system failure, labor dispute, interruption of transmission or communication facilities, legal constraint, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of Requests or Authorizations. In addition, Bank shall be excused from delaying or failing to execute any wire transfer that would result in Bank's (i) exceeding any limitation on its intra-day net funds

position established through Federal Reserve guidelines or (ii) violating any current or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authority

## **RECORDING OF COMMUNICATIONS.**

Customer authorizes Bank to record by any reasonable means any and all telephone conversations or data transmissions between Customer and Bank or their respective employees and agents made in connection with this Agreement and to retain those recordings indefinitely.

## **NO EXTENSION OF CREDIT.**

Neither this Agreement nor any course of dealing between Customer and Bank constitutes a commitment or obligation of Bank to lend money to Customer or obligates Bank to extend any credit to Customer, to make a loan to Customer, or otherwise to advance funds to Customer to pay for any Request contrary to Regulation CC or Bank's published funds availability schedules and policies.

## **WAIVER OF JURY TRIAL.**

**BANK AND CUSTOMER WAIVE ANY CLAIM OR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE OR CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER RELATING TO INTERPRETATION, BREACH, OR ENFORCEMENT OF ANY PROVISION OF THIS AGREEMENT OR OTHERWISE AND WHETHER ARISING IN TORT OR CONTRACT.**

## **11. GENERAL TERMS.**

**11.1 Taxes.** Customer shall be responsible for all tariffs, duties, or taxes (excluding U.S. federal, state, and local taxation of the income of Bank) imposed by any government or governmental agency in connection with any Request executed pursuant to this Agreement.

**11.2 No Assignment.** Customer may not assign or delegate any of its rights or obligations under this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Bank, and any attempted assignment without such consent shall be void.

**11.3 Amendments.** Bank may amend this Agreement, including but not limited to the Security Procedures, upon written notice to Customer, and Customer agrees that Customer's continued use of Bank's funds transfer services after the effective date of the amendment constitutes acceptance thereof.

**11.4 Termination or Cancellation.** Either party may terminate this Agreement at any time by written notice to the other party. Termination of this Agreement shall not affect the rights and obligations of the parties that have accrued prior to termination. In addition, Bank also reserves the right to cancel any services provided under this Agreement at any time by written notice to Customer. Any representations, warranties, and obligations of Customer hereunder or in any document incorporated herein by reference shall survive any termination, whether with or without cause, of this Agreement.

**11.5 Notices.** Except as otherwise provided in this Agreement, all notices required or permitted to be given under this Agreement may be given by any commercially reasonable means, including without limitation by e-mail, addressed to the most recent address provided by Customer in Bank's files. Any notice by Customer to Bank shall be made in writing and shall be sent to the address set forth on Schedule A. All notices shall be effective when received, except as may be otherwise provided in this Agreement or by applicable law. Either party may each change the address for service of written notice upon it by notifying the other party in writing.

**11.6 Authorization.** Customer represents and warrants to Bank that the execution of this Agreement, and the performance of Customer's obligations hereunder, have been duly authorized by Customer, and Customer agrees to provide to Bank corporate resolutions or such other documents evidencing such authorization as Bank may reasonably require.

### **11.7 Entire Agreement; Headings.**

**(a) Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and, except as provided in subsection (c) of this



## SCHEDULE B

### INTERNET E-MAIL NOTIFICATION REQUEST AND AUTHORIZATION

(Wire Transfers)

In this Internet E-Mail Notification Request and Authorization ("Authorization"), the words "you," "your," and "yours" refer to yourself, \_\_\_\_\_ and the words "we," "our," "ours," and "us" refer to Fulton Bank, N.A.

WHEREAS, you have advised us that you anticipate, from time to time, (a) receiving electronic fund transfers through one or more wire transfer networks ("Incoming Transfers") to be credited to your account or accounts identified on Exhibit 1 attached hereto and incorporated herein by this reference (whether one or more, the "Account"), and (b) sending electronic fund transfers through one or more wire transfer networks ("Outgoing Transfers") to be debited from the Account; and

WHEREAS, you have requested that we provide you with notification, via electronic mail transmitted over the Internet ("E-mail"), of receipt of Incoming Transfers and sending of Outgoing Transfers;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the parties hereto do agree as follows:

1. Request and Authorization. You hereby request and authorize the "E-Mail Notification Service," which shall be, individually and collectively, the transmission to you via E-mail messages to the E-mail address or addresses you have identified on Exhibit 1 to this Authorization, of the following information:

- A. Concerning Incoming Transfers:
  - i. your name;
  - ii. the number (generally the last four digits) or other identifier for the Account to which the Incoming Transfer was credited;
  - iii. the amount (whether in U.S. Dollars or another currency) of the Incoming Transfer;
  - iv. the originator of the Incoming Transfer; and
  - v. any supplemental information concerning the Incoming Transfer included in the transmission thereof.

B. Concerning Outgoing Transfers:

- i. your name;
- ii. the number (generally the last four digits) or other identifier for the Account from which the Outgoing Transfer was debited;
- iii. the amount (whether in U.S. Dollars or another currency) of the Outgoing Transfer;
- iv. the name of the beneficiary to whom or which the Outgoing Transfer was sent; and
- v. any supplemental information concerning the Outgoing Transfer included in the transmission thereof.

2. Limitations on Liability.

A. We make no warranties, express or implied, concerning the E-mail Notification Service, any use thereof, or any E-mail message transmitted pursuant thereto, and we shall not be liable to you or any third party for any loss, damages, or liability arising in any way out of this Authorization, the provision or use of the E-mail Notification Service, or otherwise, regardless of the type or nature of any claim or action, whether in contract, tort, or otherwise, and you will indemnify, protect, and hold us and our agents, employees, officers, and directors harmless from and against any and all claims, demands, damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with this Authorization or the performance of the E-mail Notification Service.

B. Furthermore, and without limitation of the foregoing, we shall make reasonable efforts to initiate an E-mail message hereunder, concerning any Incoming Transfer or Outgoing Transfer, prior to 5:00 pm on the Wire Transfer Business Day on which we actually receive or transmit the same, but we shall have no liability to you for any delay in transmitting, or failure to transmit, any such E-mail message. (For purposes hereof, the term "Wire Transfer Business Day" shall have the same meaning as is set forth in the Funds Transfer Agreement to which this Authorization is attached as Schedule B.

C. Furthermore, and without limitation of the foregoing, we shall have no obligation to determine if any E-mail address you may provide to us is valid or associated with you or your authorized employees, officers, representatives, or agents. We shall have no duty or obligation to review or act upon any communication, via E-mail or otherwise, concerning any E-mail message we transmit pursuant to this Authorization, including, without limitation, any message concerning the validity of any E-mail address, the status on any E-mail address, or the delivery of any E-mail message.

D. Furthermore, and without limitation of the foregoing, we shall transmit E-mail messages to the E-mail addresses designated on Exhibit 1 over the Internet, which is an open communications network not within our control. We cannot, and do not, provide any assurance that any E-mail message we initiate to you pursuant to this Authorization will not be intercepted, altered, corrupted, disclosed, or misused by third parties not within our reasonable control. We shall have no liability to you for any interception, alteration, corruption, disclosure, misuse, or similar event involving any E-mail message we send to you, unless any such interception, alteration, corruption, disclosure, misuse, or similar event arises solely from our gross negligence or willful misconduct.

3. Other Means of Expedited Notice to You. During the effectiveness of this

Authorization, we shall have no duty or obligation to provide notice to you concerning any Incoming Transfer or any Outgoing Transfer by any other expedited means. For purposes of this Authorization, “expedited means” shall be defined as telephone, facsimile transmission, or similar electronic means.

4. No Authorization to Conduct Other Transactions by Electronic Means. Our

communication to you hereunder by means of E-mail transmission shall not evidence any agreement to conduct transactions of any type with you by electronic means, and we specifically decline to conduct transactions by electronic means, except as specifically provided in this Authorization or in the Funds Transfer Agreement to which this Authorization is attached as Schedule B.

5. Force Majeure. We shall not be responsible for delays or failures in performance resulting from acts or conditions beyond our reasonable control. Such acts or conditions shall include, but not be limited to, acts of God, fire, strikes, lockouts, acts of war, epidemics, governmental regulations imposed after the date hereof, communication line failures, network failures, power failures, equipment failures, earthquakes, or other disasters.

6. Effectiveness. This Authorization shall remain in effect until such time as (a) you either submit to us written notification of its revocation or execute and submit to us a new Internet E-Mail Request and Authorization in the form attached hereto as Exhibit 1 and, in either case, we have had a reasonable period of time to process such revocation or new authorization form; (b) any account listed on Exhibit 1 is closed by you or by us; or (c) we provide you with written notification (including by E-Mail) of our determination to terminate this Authorization, which we may do, in our sole discretion, for any reason or for no reason. This Authorization shall revoke and supersede, in its entirety, any Internet E-Mail Notification Request and Authorization form previously executed and delivered by you and accepted by us.

7. Applicable Law. This Authorization shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (excepting the conflicts of law provisions thereof).

8. Dispute Resolution. Any dispute arising out of or relating to this Authorization or any E-Mail communication contemplated by this Authorization shall be brought in the courts of the Commonwealth of Pennsylvania, County of Lancaster, or in the United States District Court for the Eastern District of

Pennsylvania if it has or can acquire jurisdiction, and you and we agree irrevocably to submit to the exclusive jurisdiction of each such court over any such dispute, waive any objection you or we may now or hereafter have to venue or to convenience of forum, agree that all claims in respect of such dispute shall be heard and determined only in any such court, and agree not to bring any claim arising out of or relating to this Authorization or any E-Mail communication contemplated by this Authorization in any other forum.

9. **WAIVER OF JURY TRIAL. YOU AND WE WAIVE ANY CLAIM OR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE REFERRED TO IN SECTION 8 OF THIS AUTHORIZATION, WHETHER SUCH CLAIM RELATES TO THE INTERPRETATION, BREACH, OR ENFORCEMENT OF ANY PROVISION OF THIS AUTHORIZATION OR OTHERWISE AND WHETHER SUCH CLAIM ARISES IN TORT OR CONTRACT.**

10. No Assignment. You may not assign or delegate any of your rights or obligations under this Authorization, voluntarily or involuntarily, by operation of law or otherwise, without our prior written consent, and any attempt assignment without such consent shall be void.

IN WITNESS WHEREOF, you and we, acting through your and our duly authorized representatives, have caused this Authorization to be signed as of \_\_\_\_\_ .



