

## Consent to Electronic Communications

By (i) submitting an application online or (ii) registering for Fulton Bank, N.A.'s ("Fulton's") Online Banking, Mobile Banking and Text Banking Services (the "Services"), you are providing your consent to receive electronic communications about the Services. To use the Services you must provide your consent to receive electronic communications. Your successful use of the Services demonstrates that you are able to access information we have posted on such online or mobile site or Mobile Banking App.

**Electronic Communications You Consent to Receiving.** The communications covered by your consent to allow us send to you electronically 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 your account; and (iv) any changes to the Services or your account. This list is not exhaustive, and your consent covers any electronic communications Fulton may send relating to the Services or your account.

**Online Statements.** If you currently receive statements relating to your account(s) electronically ("online statements"), you should review the Online Statement Terms and Conditions again as they have changed since you last accepted them. If you do not currently receive online statements, as described in Fulton's Online and Mobile Banking Agreement, we encourage you to receive online statements by enrolling and agreeing to the Online Statement Terms and Conditions. These terms governing your consent to receive electronic communications also apply to your receipt of online statements and are incorporated into the Online Statement Terms and Conditions. Online statements may include your name and some information about your account, including your balance or the due date. We will never include your full account number or social security number in e-mails or other messages we send to you.

**Recurring Payments.** If you agree to make recurring payments from your account, unless you indicate an end date, these payments will continue until you cancel the payment or your account. Withdrawing your consent to receiving electronic communications or discontinuing your use of the Services will not cancel your recurring payments unless you expressly request such cancellation.

**Access to Your Electronic Communications.** Electronic communications may be viewed by any individual with access to your account, either through our Website ([fultonbank.com](http://fultonbank.com)) or Mobile Banking App, or with access to the e-mail account you provide to us for delivering these communications, or the communications could be retained by the hardware or software you use to view your Account information or your e-mail account. If you do not want other individuals or your hardware or software to view or retain electronic communications you receive from us, you should change your account and e-mail settings or take other steps necessary to prevent such access.

**Withdrawing Your Consent.** If you want to withdraw your consent to receive electronic communications, you may contact us by writing us at Fulton Bank, N.A., PO Box 6, East Petersburg, PA, 17520 or by calling us at 1.800.385.8664. You may withdraw your consent free of

charge. We will not impose any fee to process the withdrawal of your consent to electronic communications. Your withdrawal of consent will be effective once we process the request.

**Your Obligation to Update Your Contact Information.** You agree to update your e-mail and other contact information so that you will continue to receive important information relating to your account and the Services. Fulton has no obligation to update your e-mail address or other contact information, including if we become aware that this information may not be current. As described in Fulton's Online and Mobile Banking Agreement, you can elect to receive online statements instead of paper statements. Among other reasons, an updated e-mail will allow Fulton to notify you of when a new online statement is viewable through our website or Mobile Banking App.

**Hardware and Software Requirements.** To access and retain electronic communications, you 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
- Internet access with a current version of a widely-used web browser or our Mobile Banking App.
- An E-mail address
- A program capable of opening portable document format files (PDF). To view statements through our Mobile Banking app, you may need to download additional apps depending on your mobile device.
- Either a printer, hard drive or other storage device

**Your Right to Paper Copies of Communications.** If you request, we will provide you with a paper copy of a communication provided to you electronically at no cost, although please note that there may be a charge for paper copies of statements, refer to your account's fee schedule for this information. If you would like a paper copy of any such communication, please contact us by writing us at Fulton Bank, N.A., PO Box 6, East Petersburg, PA, 17520 or by calling us at 1.800.385.8664.

**Electronic Communications Will Be Considered "in Writing".** All electronic communications from us are considered "in writing." You should print or save a copy of this consent, Fulton's Online and Mobile Banking Agreement, and any other electronic communication.

**Your Electronic Signature to This Consent to Receive Electronic Communications.** By clicking on the "Accept" button, you affix your signature and agree to receive electronic communications as described in this notice.

Last Updated April 2024

## Online and Mobile Banking Agreement

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

This Online and Mobile Banking Agreement (the "Agreement") is a contract between you and Fulton Bank, N.A. (hereinafter "Fulton," "we," "us" or "our") that governs your use of any services we may make available to you through our online or mobile banking platforms (collectively, the "Services" and, each, a "Service"). This Agreement supplements the Fulton Bank Rules and Regulations for Deposit Accounts (the "Rules and Regulations") and other agreements that generally govern any deposit account of yours (each, an "Account") that you access through these platforms. This Agreement may be supplemented by other agreements that set forth terms for a specific Service or group of specific Services accessible through these platforms (each, a "Terms of Service"). 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.

As used herein, the terms below have the following meanings:

1. "Affiliates" means companies related by common ownership or control.
2. "Eligible Transaction Account" means a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
3. "Payment Instruction" means the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
4. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

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.

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. However, notwithstanding that we have engaged such a Service Provider to render some or all of a Service to you, we are the sole party liable to you for any payments or transfers conducted using a Service, and we are solely responsible to you and any third party to the extent any liability attaches in connection with a Service. 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 must have an Account with Fulton to access these Services and you agree to use the Services only for personal, household or family purposes, except as otherwise described in Section IX. The Services Fulton offers online and through mobile devices may change from time-to-time and this Agreement will be updated to reflect such changes accordingly. Your use of the Services, as modified, constitutes your acceptance of any changes to this Agreement and any applicable Terms of Service.

For your ease of use, use these links to quickly find the information that you are looking for:

## **I. Description of the Services**

[Managing Your Accounts Via Our Website \(fultonbank.com\)](#)

[Managing Your Accounts Using Mobile Devices](#)

Mobile Banking App

Mobile Browser Mobile Banking

Wearable Banking App

Text Banking

Information You Should Know About Using Mobile Devices

[Related Fees](#)

[The Services Guarantee](#)

[Your E-mail Address](#)

[Authentication and Security](#)

[Contacting Us About Your Services](#)

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

### **III. Transfers**

Transfers Within Fulton

Transfers Outside Fulton (Account-to-Account ("A2A") Transfer Service)

Zelle® and Other Payment Services

Fulton Mortgage Payments

Important Information About Transfers from Savings Accounts

Cancelling Transfers

**IV. [Receiving and Paying Bills](#)**

Bill Payment Service

Connect to Quicken and QuickBooks with Your Fulton Accounts Using Direct Connect or Web Connect

**V. [Mobile Check Deposit](#)**

**VI. [Card Controls & Card Center Card Management](#)**

**VII. [Personal Financial Management](#)**

**VIII. [Credit Card](#)**

**IX. [Short-Term Loan](#)**

**X. [Services Limitations, Liabilities and Remedies](#)**

**XI. [Special Rules for Small Business Accounts](#)**

**XII. [Your Responsibilities](#)**

**I. The Services**

**A. Managing Your Accounts Through Our Website.**

Your use of any of the Services constitutes your acceptance of the terms and conditions of this Agreement, any applicable Terms of Service and any other applicable agreements or terms related to the Service. You may access your Account(s) through our Website by registering for online banking via our Website or using our Mobile Banking App. To do so, you 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 Mobile Banking App, (2) a current valid email address, and (3) your Account number(s). You are responsible for all costs, expenses and fees related to your access to the Services.

We help you protect the security of your information and Accounts by requiring you to authenticate your identity by way of a User ID and other factors, which may include a password, token and/or challenge questions ("Authentication Factors"). Once we have authenticated you the first time and you have set up your Authentication Factors, you will be able to do the following through our Website each time you sign-in (please note that Mobile Banking functionality is different, see below):

1. Check account balances;
2. View account details such as your Fulton Bank account number for certain Accounts
3. Review the transaction history of certain Accounts;
4. Transfer funds among your deposit accounts or between deposit accounts and eligible loan accounts or lines of credit;
5. Schedule one time and recurring mortgage payments;
6. Request stop payments on checks (see your Deposit Agreement for details on stop payments);

7. Use Card Control to turn your cards on or off or to set transaction limits and alerts;
8. Schedule and pay bills (including on a recurring or expedited basis);
9. Arrange to receive your bills electronically from a variety of merchants and vendors;
10. Set-up e-mail and or SMS alerts so that you know when certain events have occurred with your Accounts;
11. Receive, download and save your Fulton deposit account statements;
12. View digital images of checks you have written and that have been presented for payment (sorry, we cannot provide images of checks you deposit into your account); 13. Communicate with you through our secure internal message application ("Message Center");
14. Perform other types of Account maintenance activities like ordering checks or updating your contact information;
15. Pay individuals electronically using Zelle and Other Payment Services;
16. Transfer funds from your Fulton deposit account to deposit accounts you hold at other banks;
17. Manage your finances using our personal financial management program, Money Management;
18. Manage your finances using Quicken, QuickBooks, WebConnect or DirectConnect;
19. Connect automatically to TurboTax to manage your taxes with all of your financial information at your fingertips;
20. Connect automatically to your Credit Card; and
21. Open and manage your CashPlease® loan.

## B. Managing Your Accounts Using Mobile Devices

Once you have set up online banking through our Website or Mobile Banking App and created Authentication Factors, you can then manage your Account(s) with your mobile device as follows:

1. *Mobile Banking App.* You can access our Mobile Banking services by downloading and using the Fulton Mobile Banking App for Android™ devices and Apple® iOS® devices such as iPhones® or iPads®. Our Mobile Banking App allows you to do the following with your mobile device:
  - a. View account details such as your Fulton Bank account number for certain Accounts
  - b. Register for online banking;
  - c. Check Account balances, including through our Quick Balance feature and our Balance Widget, described below;
  - d. Receive, download, and save your Fulton deposit account statements and any other statements that may become available on the Mobile Banking App in the future;

- e. Review transaction history of certain Accounts;
- f. Transfer funds among your deposit accounts or between deposit accounts and eligible loan accounts or lines of credit;
- g. Use Card Control to turn your cards on or off or to set transaction limits and alerts;
- h. Pay bills and add new billers and payees;
- i. Pay individuals electronically using Zelle and Other Payment Services;
- j. Deposit checks using Mobile Check Deposit;
- k. View your Account Terms and Conditions;
- l. Perform other types of limited Account maintenance activities;
- m. Locate Fulton and Fulton Financial Corporation ATMs or branches;
- n. Connect automatically to your Credit Card; and
- o. Open and manage your CashPlease® loan.

### Quick Balance

On certain mobile devices, you may be invited to activate our Quick Balance feature through our Mobile Banking App. This feature allows you to review certain recent Account balance information merely by opening the Mobile Banking App, without entering a password or biometric identifier each time.

If applicable, you may activate the Quick Balance feature by visiting the settings feature on your mobile device. Please note your access to this feature will be switched off if you do not open the Mobile Banking App for 30 days. You can re-activate this feature by turning it on again through your device settings.

### Balance Widget

If you choose to enable our Quick Balance feature through the Mobile Banking App, you may also be able to add our Balance Widget to your mobile device. This feature shows you certain account balances when the Mobile Banking App is not open. No transactions are shown on the Balance Widget. You must login once every 30 days to renew the token.

Please note that on some devices, the Balance Widget may still be visible when the device is locked. You should take into consideration the possibility that those around you may see this information as well.

Balance Widgets only update when you unlock your device or if more than twelve hours have passed since the last update. Note that auto updates occur no more than two times in 24 hours. The Balance Widget will display the time it was last updated. You may remove the Balance Widget from your mobile device at any time.

We may suspend or terminate availability of the Quick Balance or Balance Widget features at any time without prior notice. We may also suspend access to the Quick Balance or Balance Widget features due to account freezes, fraud alerts, or other issues that may otherwise affect your access to your account. Software updates and hardware replacements may also affect your ability to access to the Quick Balance or Balance Widget features.

2. *Mobile Browser Mobile Banking.* You can access our Mobile Banking services on our Website through your mobile device's web browser. Note that the Mobile Browser Mobile Banking service has more limited functionality than both our Online Banking service and Mobile Banking App.
3. *Wearable Banking Apps.* Our Wearable Banking Apps are generally designed to allow you to view Account balances and find branch locations from select wearable devices (e.g. Apple Watch®), and are used in conjunction with the Fulton Mobile Banking App. Please note that specific Wearable Banking App functionality may vary across different wearable devices.

As with all of our online and mobile banking products and services, we recommend that you protect your privacy and the security of your Account. For example, you may consider whether the information available through the Wearable Banking App is information that you feel comfortable with potentially being viewed by someone standing close to you.

4. *Text Banking.* Text Banking allows you to text us from the phone number you registered with us to get the following information about your Accounts:
  - a. Check balances of deposit accounts;
  - b. Review the last 5 transactions in your deposit accounts;
  - c. A full list of options for Text Banking is provided below:

<b>Keyword</b>	<b>Function</b>
bal	Primary Account Balance
bal all	All Account Balances
last	Last 5 Transactions on Primary Account
bal chk	Account Balance on Checking Account
bal sav	Account Balance on Savings Account
help	Help on Keywords
stop	Deactivate Text Message Bank Service

To cancel your enrollment in Text Banking, send a text "STOP" to 454545 at any time. After you text "STOP", you agree to receive one additional text message confirming your choice. You can use Text Banking at this time with most major mobile carriers, for example, AT&T, Sprint, Verizon Wireless and T-Mobile.

Please note that canceling your enrollment in Text Banking does not otherwise cancel your consent to receive text messages related to other services (for example, text messages used for authentication purposes in connection with Mobile Banking Services). To withdraw your consent from receiving all text messages, please contact us at the telephone number referenced in Section I.G below. Withdrawing your consent to receive text messages, generally, may impair your ability to use certain of our Online or Mobile Banking Services.

5. *Information You Should Know About Using Mobile Devices.* Your use of these Mobile Banking Services may trigger additional authentication requirements. For example, before using a particular feature of the Mobile Banking Services, you may be asked to authenticate your identity first by entering a one-time pass code that will be sent to you either through text message or by a pre-recorded telephone call. Please note that upon three unsuccessful attempts to authenticate your identity using a one-time pass code, your access to the Mobile Banking Service may be suspended.

When you are using mobile devices to manage your Accounts and conduct transactions, message and data rates may apply.

C. Related Fees for the Services.

Fees may apply to your use of certain Services such as transfer fees. You should review the fee on the screen before you initiate a transaction. Please also check the fee schedule associated with your Account for details of such fees and other Account-related fees.

D. 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 and limitations in Section VIII may apply.)

E. Your E-mail Address.

You agree to maintain or update the e-mail address that you provide to us when you first register for the Services. We use your e-mail address to communicate with you electronically, including sending important notices like your annual privacy notice and to deliver alerts and notifications you request. E-mail is not secure and you understand that there are risks associated with communicating via email, including the possibility of unauthorized access, failure to receive e-mails because they have

been misdirected or sent to a spam folder, and your inability to access e-mail due to power outages, hardware or software malfunctions or failures of your computer or mobile device, or matters affecting the Internet or your 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.

#### F. Authentication and Security.

We help you protect the security of your information and Accounts by requiring you to authenticate your identity (i.e., prove that you are who you say you are) each and every time you sign-in to the Services, except as otherwise provided. You acknowledge and agree that you should not share your Authentication Factors with any other person, and that any use of your Authentication Factors will be relied upon by us, and shall constitute your authorization to complete any transactions that are requested. You agree that if you give your Authentication Factors and access to a recognized device to another person, you are authorizing that person to transact on your behalf, and you are responsible for those transactions. This means that you must keep your Authentication Factors personal and confidential and not disclose this information to any other person, even co-owners of your Fulton accounts. If Services are linked to joint accounts, then each account owner should have their own sign-in credentials, but please note that we may act on the instructions of any authorized signer. You further agree that we may change or require you to change how you sign-in. It is a good idea to protect your Account security by always closing your web browser after logging out of the Services.

We may offer you the option to log into the Fulton Mobile Banking App by using a biometric identifier (such as Apple's Touch ID®). If you have enabled the biometric identifying technology on your device, then, after initially authenticating your device with us, you can choose to use your biometric identifier each subsequent time you use Fulton's App. Please note that Fulton may require additional forms of authentication in connection with certain transactions and features on the App. Fulton is not responsible for the availability, functionality, and/or security of your device's biometric identifier, and Fulton does not, at any time, have access to your biometric information when you use the biometric identifier to access our services. For information on how your device manufacturer, operating system provider, or mobile carrier may use and store your biometric identifiers and other authentication information, please see the relevant privacy and security policies. When you use the biometric identifier feature on your device to access our services, any individual whose biometric identifiers are stored on your device will have access to the Fulton App. In general, we advise against allowing others to store biometric information on your device. Click [here](#) for more information about recommended security practices you should employ.

#### G. 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 after you have signed-in. If you have a question regarding your 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 you sign-in, you can access the Message Center by clicking on the link, Support, within the Services. When we send you a message through the Message Center, you will need to login to Online Banking to view our reply. You may receive an e-mail alert whenever there is a new message reply from us within your Message Center.

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

#### H. Notices to You.

You agree that we may provide notice to you by posting it on our Website or our Mobile Banking App, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. 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 by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section I.G above. We reserve the right to charge you a reasonable fee to respond to each such request. Please review the fee schedule [here](#). We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

#### I. Assignment.

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

## **II. Transaction History, Online Statements and Tax Notices**

Through the Services, you may choose to receive electronic statements ("online statements") from us for your Accounts. The online statements will be in PDF format; you can download Adobe Reader [here](#).

A. Deposits.

1. *Transaction History.* Upon your initial use of the Services, you will be able to access your deposit transaction history for the prior two statement cycles. Over time, you will be able to access up to 16 prior months of deposit transaction history.

2. *Online Statements.* We encourage you to choose to receive online statements. Service specific Terms of Service supplement this Agreement and apply when you use the online statements Service. They can be found [here](#).

3. *Tax Notices.* For your convenience Fulton Bank offers the ability to retrieve 1099INT (Deposit Interest) and 1098 (Loan Interest) Tax Document(s) through our Website or Mobile Banking App. This feature is only available to the Primary Account Owner regardless of account ownership.

B. Certain Loans.

If you can view your loan in the Services, you will be able to view at least 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.

For CashPlease® loans, you will be able to view your loan history by accessing CashPlease® within Online/Mobile banking

C. Quick Balance Feature.

See Section I.B.1 above for information regarding the Quick Balance Feature, available on certain devices.

**III. Transfers**

You can use the Services to make transfers between your Fulton Accounts, between your Fulton Accounts and accounts you hold at other banks (your "External Accounts"), and between you and another individual.

A. Transfers Within Fulton.

The maximum dollar amount of any transfer among your Accounts may not exceed the balance of your 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 your Accounts that we receive before 9:00 p.m. ET on a business day on that same business day. A transfer of funds among your 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.

**B. Transfers Outside Fulton.**

You may transfer funds from your Fulton deposit Accounts to your External Account(s) using the Account-to-Account ("A2A")<sup>SM</sup> Transfer Service. Service-specific Terms of Service supplement this Agreement and apply when you use the A2A Transfer Service. They can be found [here](#). These transfers may be scheduled immediately (for the next business day) or in the future (up to one year in advance), but the funds will typically not be credited to your External Account for up to three business days.

**C. 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 for information about fees related to Zelle-related payments, as well as limitations, restrictions, or other terms applicable to your use of the Zelle and Other Payment Services and how that differs from your use of the other Services.

**D. Fulton Mortgage Payments.**

You may use our Fulton Bank Mortgage Payments feature, available through Online Banking or our Mobile Banking App, to make payments on Fulton real estate-secured consumer loans and lines of credit (collectively, "Mortgage Loans") using Fulton Eligible Transaction Accounts or External Accounts.

There are two payment options available when using the Fulton Bank Mortgage Payments feature: (1) the "Transfer Funds" Option with a Fulton Eligible Transaction Account or (2) the "Mortgage Payment" Option with an External Accounts or Fulton Eligible Transaction Accounts.

1. *Transfer and Pay* Options. You can make one-time and recurring payments on your Mortgage Loan using the Transfer or Pay options; however, you must use a Fulton Eligible Transaction Account (i.e., you cannot use External Accounts with Transfer Funds). To make one or more payments using Transfer Funds (each, a "Transfer"), either select "Make a Transfer" from the *Transfer* menu or "Pay Loan via Transfer" from the *Pay* menu in Online Banking or the Mobile app and complete the on-screen payment information. You will be asked to select (i) an Eligible Transaction Account under the "From" tab (a "Transfer From Account"); (ii) a Mortgage Loan on which to make payment under the "To" tab (a "Transfer To Mortgage Loan"); and (iii) a date on which to make payment(s) under "Date" (a "Payment Date"). You will also be asked on the tab under "I want to" to choose whether to (i) "Make a regular payment," which will apply the Transfer(s) to the next regularly scheduled

payment due under your Transfer To Mortgage Loan after a Payment Date; or (ii) "Pay to principal" which will apply the Transfer(s) to outstanding principal under your Transfer To Mortgage Loan as of the Payment Date. When you complete this information and click Make Transfer and Confirm, you authorize us to initiate one or more Transfers from the Transfer From Account as described below.

i One-Time Payments Using Transfers. To make a one-time Transfer using Transfer & Pay, complete the on-screen payment information, leave the "Repeat transfer" box unchecked and click Make Transfer and Confirm. When you do so, you authorize us to initiate a one-time Transfer in US Dollars on the Payment Date from the Transfer From Account to be applied to the Transfer To Mortgage Loan in the manner you select under "I want to" and in the amount you select under "Amount."

ii Recurring Payments Using Transfers. To make recurring Transfers using Transfer & Pay, complete the on-screen payment information, check the "Repeat transfer" box and click Make Transfer and Confirm. When you do so, you authorize us to initiate recurring Transfers in US Dollars from the Transfer From Account to be applied to the Transfer To Mortgage Loan in the manner you select under "I want to" and in the amount you select under "Amount." Transfers will begin on the date you select under "Date" and will occur thereafter based on the "Frequency" you select.

When you schedule one or more Mortgage Loan payments using Transfer & Pay, the following terms also apply:

i You further authorize us to initiate a separate Transfer from the Transfer From Account for any fee or charge due under the Mortgage Loan.

ii In the event that we make an error in processing a Transfer, you authorize us to correct the error by initiating a credit or debit to or from the Transfer From Account, as applicable, in the amount of such error on or after the date such error occurs. If you make a typographical or similar error in providing us with such information, you authorize us to correct the error; provided, however, that you agree that we have no obligation to correct such an error and that we have no liability for any inadvertent payment transfers made due to the input of incorrect information by you. Instead of or in addition to any Transfers described above, you authorize us to initiate Transfers from, or credits to, the Transfer From Account, as applicable, for any amount and on any date that you subsequently direct by phone, email or other method we make available.

iii **Termination.** You can terminate Transfers any time by logging into your account through Fulton Online Banking or the Fulton Mobile Banking App, calling us at 1.800.385.8664 or writing to us at Fulton Bank, P.O. Box 6, East Petersburg, PA 17520 in such time as to afford us a reasonable opportunity to act on your request. In any event, we will typically

comply with a termination request received **at least five business days before the Payment Date on which the termination is to be effective**. We may terminate Transfers at any time and for any reason, including excessive returned Transfers. If you cancel Transfers or if we terminate Transfers, you understand that you will be responsible for making your payments by another payment method. Terminating Transfers does not affect your duty to repay your underlying obligation under the Mortgage Loan.

iv You promise that your Transfer From Account is legitimate, open and active and that you are an authorized signer on the Transfer From Account. You understand that Transfers are subject to applicable law. You understand that we may impose fees in connection with rejected Transfers as set forth under your Mortgage Loan agreement or your applicable Account agreement, and you agree that we do not have any liability to you for such fees. If you know that a Transfer will be rejected (e.g., because there is not enough money in your Transfer From Account), you should contact us so that alternate arrangements can be made.

2. *"Pay Home Loan via Non-Fulton Account" Option with an External or Fulton Bank Deposit Account.* You can also make one-time payments on your Fulton Bank Mortgage Loan on Fulton Eligible Transaction Accounts and External Accounts via the ACH network by selecting the "Pay Home Loan via Non-Fulton Account" option within Online Banking or using our Mobile Banking App. Payments made using this option can be made using any External Deposit Account held at a U.S. bank; provided, however, that the name associated with the External Account owner must be the same as the name of the borrower under the Mortgage Loan.

You can find the authorization terms for one-time Mortgage Payments [here](#). They will also be presented to you for confirmation when you authorize one or more payments.

*Other Mortgage Loan Services.* From time to time, we may provide additional third-party Services, including educational Services or Services with information about your home or neighborhood in the Mortgage Payments feature and the My Home Loan Dashboard link through our Online Banking or our Mobile Banking App. These Services are provided by third parties and are for informational purposes only. Fulton does not guarantee the accuracy of any information provided through these Services (e.g., the value of your home), and you should verify any such information independently. Additional terms may apply to the use of these Services.

#### E. Important Information About Transfers from 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 your account into a checking account. Check your Deposit Agreement for more information.

**F. Cancellling Transfers.**

You may cancel a transfer until it begins processing (as shown in the Services). You may not cancel same-day transfers after you have initiated them.

**IV. Paying and Receiving Bills**

**A. Bill Payment Service.**

You may use our Website or Mobile Banking App to pay bills and to receive bills from a variety of merchants and vendors (the "Bill Payment Service"). Service-specific Terms of Service supplement this Agreement and apply when you use the Bill Payment Service. They can be found [here](#). If you do not use the Bill Payment Service to pay or receive bills for a consecutive six months, you may no longer be able to access the Bill Payment Service. Once your access to the Bill Payment Service terminates, you may receive paper bill statements. Fulton is not liable for any loss or other injury you might incur due to our termination of your access to the Bill Payment Service.

**B. Payment from Accounts.**

When the Bill Payment Service receives a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. If the payee accepts a paper check, the debit for the payment may occur earlier than the selected date. You are solely responsible for ensuring sufficient funds are in your Pay From Account to cover the debit.

**C. Connect to Quicken and QuickBooks with Your Fulton Accounts Using Direct Connect or Web Connect.**

If you are already a user of Quicken or QuickBooks, we are now able to offer you the ability to connect automatically to your Fulton Accounts so that your Fulton Account related information in the program is already entered and updated for you. 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](#).

**V. Mobile Check Deposit**

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

Mobile Check Deposit allows you to deposit certain checks to your savings, checking, or money market accounts (each a "Transaction Account") with Fulton's mobile banking application 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 for Deposit Accounts relating to checks are applicable to your use of

Mobile Check Deposit. You must be an enrolled digital user to access the mobile banking application 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: IRS checks, savings bonds, foreign checks, cashier's checks, insurance checks, and third-party checks that are payable to anyone other than the Transaction Account owner.

You must endorse each check before depositing the check using Mobile Check Deposit. Your endorsement must indicate you are depositing the check using Mobile Check Deposit, for instance by stating "For mobile deposit only."

All signatures and 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 you will not 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 you transmit 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 you have 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 into online or mobile banking and reviewing your transaction history. You may also contact our Customer Care Center at the telephone number referenced in Section I.G above.

Once you transmit the check using Mobile Check Deposit, you may not cancel the transaction.

F. Funds Availability, Deposit Limits, and Fees (For Consumer and Small Business Transaction Accounts).

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.

Deposit Limits

We establish daily and monthly deposit limits for all our consumer checking account products. These limits apply to the dollar amount that may be deposited using Mobile Check Deposit. Limits differ depending on the type of Fulton checking account you own.

If you change your checking account from one of the below listed checking products to another, your debit card and the associated limits will change to match the checking / debit card product you own.

Initial deposit limits for all customers by deposit product are as follows:

<b>Deposit Products</b>	Mobile Deposit Daily Limit	Mobile Deposit Monthly Limit
Checking, Savings, or Money Market (account relationship open <b>less</b> than 90 days)	\$1,000	\$2,500
Checking, Savings, or Money Market (account relationship open <b>more</b> than 90 days)	\$15,000	\$15,000
Relationship Checking	\$25,000	\$25,000
Premier Checking	\$25,000	\$25,000
Private Bank Checking	\$35,000	\$35,000

For deposits made using Mobile Check Deposit within 90 days of Transaction Account opening, your daily deposit limit is \$1,000, but you cannot deposit more than \$2,500 within a single thirty-day period.

For deposits made using Mobile Check Deposit once 90 days have passed since Transaction Account opening, you cannot deposit more than the monthly limit within a single thirty-day period.

#### Fees

1. Consumer Transaction Accounts

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

2. Small Business Transaction Accounts

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.

#### G. Returned Checks

If we have credited your Transaction 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.

#### H. 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.

#### I. Additional Obligations You Have Relating to Mobile Check Deposit.

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

You agree that you will not (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 Fulton harmless from any claim, cost, loss, or damage arising directly or indirectly from your failure to comply with this Section V relating to your use of Mobile Check Deposit.

#### J. Limitations on Fulton'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.

## **VI. Card Controls & Card Center Card Management**

**Card Controls** is an optional feature available through Online Banking and the Mobile Banking App. It will be located within the Card Center Card Management feature described below. Card Controls allows you to set certain automatic controls on your consumer, small business, and Health Savings Account ("HSA") debit card(s). You may use Card Controls to, for instance:

- Turn your debit card "ON" or "OFF";
- Set spending limits or automatically decline debit card transactions based on merchant category, transaction type, or location; or
- Set email, text message, or push notification alerts for debit card transactions based on merchant category, transaction type, or location.

Turning your debit card OFF is not a replacement for reporting your card lost or stolen. Contact Fulton immediately if you believe that unauthorized transactions have been made. Service-specific Terms of Service supplement this Agreement and apply when you use Card Controls. They can be found [here](#).

The **Card Center Card Management** feature is a digital platform for your Fulton Bank debit card that can be used with Mobile Banking and Online Banking to allow you to have greater control and ease of use of your Fulton debit cards. This feature allows you to more easily see and understand all your debit card spending, get merchant-specific data about your debit card transactions, add your Fulton debit card to your digital wallet, make your Fulton debit card the default card in your digital wallet, receive debit card spending alerts and fraud alerts, use a virtual (non-physical) debit card, and to submit online travel notifications. It also allows you to activate new Fulton debit cards that you receive, report your debit card as lost or stolen, and to update the debit card PIN. Service-specific Card Management Additional Terms supplement this Agreement and apply when you use the Card Center Card Management feature. They can be found [here](#).

## **VII. Personal Financial Management (Money Management)**

The Services include a powerful personal financial management tool called Money Management. You may access Money Management while you are signed in to the Services online. Please note that certain additional terms and conditions apply to your use of Money Management, which may differ from the terms and conditions of this Agreement. For instance, the agreements differ regarding who can use the personal information you provide through your use of the Services, as well as how this information may be used. Service-specific Terms of Service supplement this Agreement and apply when you use the Personal Financial Management Service. They can be found at [here](#).

## **VIII. Credit Card**

For your convenience, you may access your Credit Card through our Website or Mobile Banking App. Fulton Bank has a contractual relationship with Elan Financial Services pertaining to credit cards. You authorize Fulton Bank to obtain information from Elan Financial Services pertaining to your credit card(s). Credit card information provided by the link in Online and Mobile Banking to Elan Financial Services is provided for your convenience only. Fulton Bank does not guarantee and is not responsible for the privacy or security of any linked websites and make no representations or warranties as to the accuracy, completeness, or reliability of the information on or from other sites, including any information on or obtained from the Elan Financial Services site. For assistance with your account, please contact Card Member Services at 1.866.794.2137

## **IX. Short-Term Loan (Cash Please®)**

For your convenience, you may access your CashPlease® short-term loan through our Website or Mobile Banking App. Fulton Bank has a contractual relationship with Velocity Borrower Logic, LLC. pertaining to loans, and we may disclose your personal information to Velocity Borrower Logic, LLC. as explained in our online [privacy policy](#). You authorize Fulton Bank to obtain information from Velocity Borrower Logics, LLC. pertaining to your loan(s). Loan information provided by the link in Online and Mobile Banking to Velocity Borrower Logics, LLC is provided for your convenience only. Fulton Bank does not guarantee and is not responsible for the privacy or security of any linked websites and make no representations or warranties as to the accuracy, completeness, or reliability of the information on or from other sites, including any information on or obtained from the Velocity Borrower Logics, LLC. site.

## **X. Services Limitations, Liabilities and Remedies**

This section provides important information about how your use of the Services is limited, how Fulton's responsibilities are limited, any related liabilities you may incur and the available remedies you may have.

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

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

### **B. Liability for Unauthorized Transactions.**

If you believe that your Authentication Factors or your Services have been used without your permission, you must tell us immediately. Telephoning us is the best way of keeping your possible losses to a minimum. Call us at the telephone number referenced in Section I.G above to report unauthorized transactions. If you fail to notify us, you may be liable for all unauthorized transactions on your Account. If you do notify us, your liability will be as follows:

1. *If you tell us within 2 business days.* You can lose no more than \$50 if someone used the Services without your permission.
2. *If you do NOT tell us within 2 business days.* If we can prove we could have stopped someone from using the Services without your permission if you had told us, then you could lose as much as \$500.
3. *If you do NOT tell us within 60 days after your Account statement was made available to you.* If we can prove we could have stopped someone from using the Services without your permission if you had told us, you may not get back any money you lost after the 60 days.

C. 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.

D. Fees for the Services.

While there are no fees for accessing information about your Accounts through our Website or your mobile device, there may be fees for transactions and services in accordance with the Deposit Agreement and applicable fee schedules. You may view these fees [here](#).

E. Insufficient Funds and Stop Payments.

Please refer to your Deposit Agreement for information generally, on insufficient funds and stop payment requests. Please note that if you have authorized a payment or transfer from your Account through the Services, and, through no fault of ours, you do not have enough money in your 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.

F. 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 presented for payment against your 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.

G. 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 ("ISP") 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 your own risk, and you 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.

#### H. 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 your Account.

#### I. Our Liability for Failing to Complete a Transaction.

If we fail to complete a transaction on time or in the correct amount, where properly instructed by you, we will be liable for damages caused by our failure unless:

1. Your Account is closed or does not contain sufficient funds to complete the transaction;
2. You know or have been advised that the Services are not working properly before you execute the transaction;
3. The information you provided for us to make the transaction is not correct;
4. There are circumstances beyond our control (such as, but not limited to, fire, flood, other natural disasters, terrorism, acts of war, telecommunications outages, delays caused by vendors or other interference from an outside force) that prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances;
5. You did not comply with the terms of this Agreement;
6. The funds in your Account are uncollected or subject to hold or a court order restricting removal or are the subject of a legal dispute;
7. You have reported unauthorized access to your Services, or the transaction would exceed any security limitations on the access or use of the Services;

8. We have reason to believe that the transaction requested is unauthorized; or
9. Your requested transaction is not a permissible transaction through the Services, for example, payment was attempted to a payee outside the USA.

In any case, we shall only be liable for actual proven damages if the failure to complete the transaction resulted from a bona fide error despite our procedure to avoid such errors.

J. 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.

K. Denial of Access and Termination of the Services By Fulton.

We may at any time, with or without cause, and without prior notice to you deny you access to the Services. We may terminate this Agreement and your access to the Services in whole or in part at any time without prior notice to you. If there is no log-in activity associated with any of your 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 your Accounts linked to the Services we may terminate your access. To use the Services in the future, you must register as a new user.

L. Termination of the Services By You.

You may terminate the Services by providing us with a written notice signed by you. 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

M. 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 your computer, mobile device, or mobile carrier failing to access the Services.

N. Governing Law.

This Agreement any applicable Terms of Service and your use of the Services will be governed by the laws of the United States and the State 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.

P. Limitation of Liability.

We have NO LIABILITY FOR CONSEQUENTIAL, REMOTE OR INDIRECT DAMAGES, for any reason whatsoever, including, but not limited to, failure to complete a transfer of payment, or for any other acts or omissions of Fulton, its affiliates, or agents, even if such party has been advised of the possibility thereof.

Q. Changes to This Agreement or Related Agreements.

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. Your use of the Services or any additional service or services 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.

R. How We May Contact You.

You authorize Fulton and our assignees, and the affiliates, agents, representatives, assigns and Service Providers of Fulton's and assignees (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 your Account, the Services and other important information regarding this Agreement or your 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 you or someone else. These messages may also be recorded by your answering machine. You authorize the Messaging Parties to call or send a text message to any telephone number you have given a Messaging Party or you give to a Messaging Party in the future and to play pre-recorded messages or send text messages with information about your Account over the phone. You also authorize the Messaging Parties to communicate such information to you by e-mail. You understand that, when you receive such calls, texts, or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that the Messaging Parties will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or e-mails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to a Messaging Party changes, or if you cease to be the owner, subscriber or primary user such telephone number(s), you

agree to immediately give us notice of such facts so that we may update our records. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so by providing us with a written notice signed by you. 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

S. 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.

T. Eligibility.

Services are offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. 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.

U. 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.

V. Exclusions of Warranties.

OUR WEBSITE AND MOBILE BANKING APP AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF ANY SERVICE, AND OPERATION OF OUR WEBSITE OR MOBILE BANKING APP MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**XI. Special Rules for Small Business Accounts**

A. Setup Form and Scope of Services.

If you choose to combine your personal Account(s) and a Small Business Account, we will provide you with the Setup Form(s). If you submit and we accept the Setup Form(s), then notwithstanding the Services we provide to others, you will have access to only those Services specified in the Setup Form(s). Any transaction using the Services will be subject to the activity restrictions and limits, if any, set forth in such Setup Form(s). If your use of a Small Business Account is more consistent with use of a commercial account, then we reserve the right to discontinue your use of the Services.

B. Daily Limits.

Daily limits apply to each business day we process transactions. Thus, if you initiate or schedule a transaction 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

C. Acknowledgment of Commercially Reasonable Security Procedures.

By using the Services for business purposes, you acknowledge and agree that the security procedures described in this Agreement are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, that we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use (and we have had a reasonable opportunity to act on such notice).

D. Limitation of Bank's Liability.

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an amount that is less than the amount per your instructions, unless otherwise required by law, the Services Guarantee, disputes sections, as well as other consumer protections do not apply to you. Our liability shall be limited to interest on the amount that we failed

to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the Philadelphia for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will Fulton be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

E. Security of Authentication Factors Reminder.

Please note that if you give or make reasonably available your Authentication Factors to anyone, you may be liable for any use made of such until you advise us that such person is not authorized to use them.

**XII. Your Responsibilities**

A. General Responsibilities.

Under this agreement, you attest that you are the legal owner of the financial details and personal information accessible to you through the Services. You also agree that all information that you have 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 your identity. You are directly responsible to keep your information 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 Mobile Banking.

With respect to Mobile Banking and Text Banking Services, you must maintain a suitable data service that is capable of supporting the use of the Services. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with these Mobile and Text Banking Services. We are not responsible for any third-party software/apps you may need to install so that you may use these services. Any such software/app is accepted by you solely in accordance with the terms and conditions of the

software/app agreement you enter into directly with the third-party software provider. You further accept responsibility for:

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

#### C. Security Responsibilities.

If at any time you have reason to believe that your password, Authentication Factors, device PIN, or device has been lost or stolen, you must notify us immediately at the telephone number referenced in Section I.G above. Upon five unsuccessful attempts to use your password, your access to the Services may be suspended. Upon three unsuccessful attempts to use a one-time authentication code, your 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 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 email, or text messages transmitted to or from us will not be monitored or read by others.

#### D. 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 find in our sole discretion 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.G of this Agreement above of any violations of this Agreement or an applicable Terms of Service generally.

E. 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.

F. 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.

G. 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.

F. 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.

Last Updated April 2024

**Fulton Bank, N. A.**  
**Address: Electronic Services Department**  
**1695 State Street, P.O. Box 6**  
**East Petersburg, PA 17520**  
**Telephone Number: 1-800-385-8664**  
**Website: fultonbank.com**

## **Consumer Electronic Fund Transfer Services Disclosures and Agreement**

**Effective: October 17<sup>th</sup> , 2022**

The Electronic Fund Transfer Services Disclosures and Agreement (the "Agreement") provides you with important information required by federal law about the electronic fund transfer services that we offer and sets forth your and our rights and responsibilities in connection with these services. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions. Except as otherwise noted, capitalized terms in this Agreement have the meaning set forth in your Rules and Regulations for Deposit Accounts (the "Rules"). "Bank," "we," "our" and "us" mean the bank identified at the top of the first page of this Agreement. "Address" means the Bank's address specified at the top of the first page of this Agreement. "Telephone Number" means the Bank's telephone number specified at the top of the first page of this Agreement. And, "Website" means the Bank's website specified at the top of the first page of this Agreement. You should keep a copy of this Agreement handy so that you can refer to it in the future. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included. In this Agreement, when we request or require that you call or write us, please use the contact information listed on the first page of this Agreement (or any updated contact information we later supply to you). This Agreement supplements other agreements, such as the Rules, that apply to your Account.

### **ELECTRONIC FUND TRANSFER ("EFT") SERVICES**

#### **1. TYPES OF EFT SERVICES**

We offer the following types of EFT services to our deposit account customers:

- (a) *ATM and Debit Cards.*** You agree that we may issue you an ATM or debit card (either, a "Card") and a personal identification number ("PIN") when you open an account with us (and to automatically re-issue you a Card if it expires or is compromised). If you did not select the PIN we issue to you or if you want to change your PIN, you may do so by visiting any branch location or calling us at our Telephone Number. You can use your Card as follows:

- *At an ATM* to check your balances; withdraw cash; transfer funds between your Bank accounts; make deposits; and make certain types of payments. Some of these services may not be available at all ATMs.
  - *At participating merchants* to purchase goods and services and, at some participating merchants obtain cash back while making a purchase using your PIN.
  - *At participating financial institutions* to obtain cash from a teller.
- (b) **Payments, Credits and Transfers.** You can send or receive EFTs from and to your Account. Such EFTs may take various forms, including the following: automatic electronic deposits to your Account (such as payroll or benefits payments); automatic one-time or recurring charges to your Account for bill payments initiated by a merchant or another payee (based on Account information you provide to the payee from, e.g., the bottom of a check or deposit slip); or a "check conversion" transfer where a merchant or other payee notifies you that the information on a check that you have written will or may be used to create an EFT to pay for purchases or pay bills and you proceed with the transaction. (In the case of a check conversion transfer, the merchant or payee may return the check to you or keep it.)
- (c) **Online and Mobile Banking.** You may use our online and mobile banking services to view account information, transfer funds between Bank accounts of yours, make payments on loans you have with Bank, make payments to certain third parties (via online bill pay), transfer funds to accounts outside of Bank (via Account to Account (A2A) or person to person transfers), and make deposits (via mobile remote deposit capture within dollar limits set by the separate Online and Mobile Banking Agreement). To use these services, you must agree to additional terms and establish logon credentials. To learn more about these services, please visit our Website or call us.
- (d) **Bank-by-Phone.** With a touchtone phone, you may use our automated telephone banking system to check your balances; transfer funds between your Bank accounts; obtain information about specific transactions; and, subject to limitations described in the Rules, place a stop payment order on a payment that we have not yet processed. To use this service, you must establish logon credentials. Please call us at our Telephone Number if you need assistance with these services.
- (e) **Other Services.** We also offer overdraft and remittance transfer services. These are subject to availability and separate agreements and disclosures.

## 2. LIMITATIONS ON TRANSFERS, AMOUNTS AND FREQUENCY OF TRANSACTIONS

For security reasons, there are daily dollar and number of transaction limits for withdrawals and purchases using your Card. These limits are described below and can also be obtained by calling us at the Telephone Number. We may temporarily lower these limits if we suspect fraud, and we may also modify them upon your request. We may suspend Card or electronic access to your Account if we classify your Account as inactive, dormant or frozen, if we suspect fraud or for any other reason where we believe there is a risk to you or us.

<u>Card Type</u>	<u>ATM Withdrawals</u>	<u>POS Transactions</u>
ATM Card	\$600	\$600
Rewards Debit Card	\$600	\$3,000
Health Savings Account (HSA) Card	\$600	\$2,000
Relationship Banking Debit Card	\$1,000*	\$5,000
Private Bank Debit Card	\$2,000*	\$10,000

\*Multiple transactions may be required to withdrawal up to the total daily limit.

- Limits differ depending on the type of Fulton debit card you own. If you change your checking account, your debit card and the associated ATM and POS limits may change to match the checking product you own.
- You may use your Card to make withdrawals at an ATM totaling up to the card type limit per day from one or a combination of your accounts, or up to the balance(s) in the accounts or the available limit of your overdraft protection account, if any, whichever is less.
- You may use your ATM or Debit Card to make purchases totaling up to the limit for your card type, from your primary checking account, or up to the balance in this account or the available limit of your overdraft protection account, if any, whichever is less.
- You may make no more than 12 telephone, automatic or pre-authorized transfers from your savings or money market account during each month. Please see the Rules for additional limitations.
- Your Card is subject to limits on the total number of transactions for which it may be used in a 24-hour period.

### 3. SPECIAL PROVISIONS RELATED TO YOUR ATM OR DEBIT CARD

- (a) **Authorizations.** Merchants typically ask us to authorize your purchases. Some authorization requests (such as those submitted by a gas station for a "pay at the pump" transaction) seek approval for an amount that is not related to the amount of your actual purchase. For example, even though you may intend to buy only \$20 of gasoline, the gas station may request us to authorize a \$50 charge in advance of your purchase. As to these requests, we may authorize the requested amount or refuse to do so.
- (b) **Authorization Holds.** When we authorize a purchase, we place a hold on the funds in your Account for the authorized amount while we wait for the charge to be presented to us for payment. This hold typically lasts three business days. Merchants sometimes do not know the exact amount of your purchase at the time they seek authorization (as in the gas station example described above and in the case of certain charges by hotels, restaurants and car rental companies). In these situations, we may place a hold on your funds for a longer period and for an amount in excess of the amount of your actual purchase. If the amount of the authorization differs from the amount of the charge presented to us for payment, we may keep the hold in place even after we have paid the charge. If a merchant presents a charge after a hold has expired, the purchase amount will be paid from your Account.
- (c) **Card and ATM Networks.** The Card can only be used at ATMs and merchants that are in a participating network. If you have any questions about whether a certain ATM or EFT network will process a transaction, please call us.
- (d) **Debit or Credit?** When you present your Card to a merchant, you may be asked whether you want to pay by debit or credit. If you choose debit, you will likely need to enter your PIN and your transaction will be processed over a network that generally handles ATM and PIN transactions. If you choose credit, you may be asked to sign your receipt and the transaction will be processed over a network that also likely handles credit card transactions. In either case, the purchase amount will ultimately be deducted from your Account.
- (e) **Overdrafts.** Unless you make a special overdraft election, we will typically refuse to authorize ATM and one-time debit card transactions that would be overdraft items if paid immediately. However:
- without charging an overdraft fee, we will honor overdraft items of this type if we have authorized the items and are required to honor them under ATM/debit card network rules;
  - again without charging an overdraft fee, we may honor overdraft items of this type in other circumstances, in our discretion; and

- we may honor or dishonor all other types of overdraft items (for example, recurring debit card transactions) in our absolute discretion and may charge you overdraft fees with respect to such transactions.

Please see the Rules and Important Consumer Overdraft Information disclosure for more information about our overdraft services.

- (f) **Returning/Cancelling Your Card.** You agree to return your Card to us or destroy it if we request you to do so. Subject to applicable law, we may cancel your Card at any time without notice. You may cancel your Card by calling us.
- (g) **Fraud Alerts and Our Right to Refuse Transactions.** We have the right to refuse to authorize any transaction that we reasonably believe is the result of fraud or illegal activity, suspicious or initiated after you have reported the Card as lost or stolen. In addition, we have the right to freeze and/or cancel your Card if you refuse to provide or request to remove a telephone number at which we can contact you to notify you of possible fraud or illegal activity on your Card. A request by you for a new Card must include a telephone number and you will be automatically enrolled in our fraud alert system.
- (h) **Foreign Exchange Transactions.** The exchange rate that applies to transactions that occur in a foreign (non-U.S.) currency (including a point of sale purchase or an ATM withdrawal) will be determined by the network that processes the transaction based on its currency conversion procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used by the network that processes the transaction is either (i) a rate selected by the network that processes the transaction from a range of rates available in wholesale currency markets for the date the transaction is posted to the network's system (which rate may differ from the rate the network receives) or (ii) the government-mandated rate in effect on or one day prior to the applicable processing date. The exact rate depends on when the transaction is posted to the network's system. The day the charge actually posts may be later than the day on which you made the purchase, depending on how promptly each merchant handles their transactions. The currency conversion rate used by the network on the processing date may differ from the rate in effect on the transaction date or on the date the transaction posts to your designated Account. If your Card is credited in foreign currency (including in connection with a return or refund), the amount of the credit will be converted into U.S. Dollars using the exchange rate applicable at the time the credit is processed, which may differ from the exchange rate for the original transaction. As such, the amount of the credit may differ from the amount of the original transaction. Additionally, in connection with such a credit, we will not refund any foreign transaction fee we previously charged. Any foreign exchange transaction fees that we charge may be added to the amount of the transaction or separately deducted from your Account and calculated based on the U.S. Dollar amount of the transaction. The amount debited from your Account for a foreign transaction will be the U.S. Dollar amount of the transaction plus any foreign exchange transaction fees that we charge. (On returns and refunds, the amount credited to your Account for a foreign exchange transaction will be the U.S. Dollar amount of the credit less any foreign exchange transaction fees that we charge.) We may assess such fees not only on foreign currency transactions, but also on U.S. Dollar-denominated transactions completed outside the U.S. (such as transactions completed online or through a website with a merchant located outside the U.S., even though you may be located in the U.S. at the time you initiate the transaction). Please see our Consumer Service Fee Disclosure for details on any such fees.
- (i) **ATM Safety.** When you use an ATM to access your Account, particularly during hours of darkness, you should (i) be aware of your surroundings; (ii) be accompanied by another person; (iii) refrain from displaying cash, place your cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as your car or home;

(iv) use another automated teller machine or return at a later time if anything suspicious is noticed; (v) cancel a transaction, place the access device in a pocket, and leave if anything suspicious is noticed when using an automated teller machine; and (vi) immediately report all crimes to the operator of the automated teller machine and to local law enforcement officials.

- (j) **Safeguarding your Card and PIN.** Never disclose your PIN to anyone (not even a Bank employee). Do not write your PIN down or keep it with you. If you choose your PIN, do not choose one that is easy to guess (e.g., the last four digits of your telephone number). Notify us immediately if your Card or PIN is lost or stolen or if you discover any other error. The sooner you report a problem, the sooner we can take precautions to make sure your Card is not misused. If you want to create a new PIN, please visit any branch location or contact us for further instructions.

#### **4. FEES**

The fees we charge for our EFT services are set forth in our Consumer Service Fee Disclosure which you can obtain by visiting a branch or calling our Telephone Number. When you use a non-Bank ATM (including for the purpose of checking your balance), you may be charged a fee by the ATM or network operator in addition to any fee we may charge.

#### **5. RECEIPTS AND STATEMENTS**

You will usually receive or have the option of receiving a receipt at the time you make a transaction at an ATM or merchant location. You may not get a receipt for small-dollar transactions. You will get a statement each month for the Account, although we may elect not to send one if there are no EFTs to or from the Account during that month. In any case, you will get a statement at least quarterly. If you receive direct deposits to your Account, you can use our online banking services, mobile banking services and bank-by-phone services to find out whether or not the deposit has been made.

#### **6. IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUND TRANSFERS**

Call or write us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to calendar 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **7. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS**

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If, for preauthorized credits, third party data was not received, is incomplete or erroneous, or if the recipient is deceased.
- Your Account is classified as inactive, dormant or frozen.
- Your Card has been reported as lost or stolen or we suspect that the transfer is not authorized.
- There may be other exceptions stated in our agreements with you.

## **8. STOP PAYMENTS ON PREAUTHORIZED (RECURRING) TRANSFERS**

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call us or visit a branch in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. A stop payment fee may apply. (See our Consumer Service Fee Disclosure for details.) Please see the Rules for details on the information we need to process a stop payment order, how long the order lasts, cancelling an order and other limitations.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **9. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers.
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If you give us your written permission.
- As permitted in our Privacy Policy (available at our Website).

If you provide your debit card number to a merchant along with an authorization to bill that card for recurring or future payments, and your card number or expiration date changes, you normally need to provide your new updated card information directly to the merchant. However, Fulton Financial Corporation participates in the Visa Account Updater (VAU) Service, which can provide updated debit card information to any merchants that participate in the VAU service. If your merchant participates, that merchant will receive your updated debit card information automatically without any further action from you. Because not all merchants participate in the VAU service, we recommend that you verify that your merchant participates in the VAU Service to ensure your new card information and your

payments continue uninterrupted. If your card is closed for any reason, your card information will not be provided to the VAU Service. If you wish to opt out of this automated VAU Service, please visit our website, call our telephone number, or visit your local branch.

## **10. LIABILITY FOR UNAUTHORIZED TRANSFERS**

**(a) Generally** Tell us AT ONCE if you believe your Card, PIN, logon credentials or other means of Account access (each, an "Access Device") has been lost or stolen. Also, tell us AT ONCE if you believe that an EFT has been made without your permission using information from your check. The best way to keep your possible losses down is to call us immediately. Your losses could include all of the money in your Account plus, if you have an overdraft protection plan linked to your Account, any transfers from another account or any advances on a credit line. If you tell us within two business days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, logon credentials or other means, tell us at once. If you do not tell us in writing within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**(b) Special Provision for Visa Card Transactions (Zero Liability).** If your Card bears a Visa logo and it is lost or stolen or its number is used without your authorization, you may not be liable for any unauthorized transactions processed over the Visa network if you notify us of the unauthorized use immediately. This special provision does not apply if you were grossly negligent in handling your Card or Account, gave someone else your Card or Card number or delayed in reporting the unauthorized transactions. This special provision also does not apply to ATM transactions, PIN transactions and other transactions not processed by Visa. You must provide all information we request supporting the fraudulent use claim. Claims may only be filed as to posted and settled transactions and may be subject to dollar limits and verification. Claims must be reported within 60 days of the date of the statement on which the relevant transactions appear.

**(c) Contact Us Regarding Unauthorized Transfers.** If you believe that your Access Device has been lost or stolen, call us at our Telephone Number or write to us at our Address. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

## **11. SERVICES EXCLUDED FROM THIS AGREEMENT**

The EFT services described in this Agreement do not include wire transfers or other transactions not covered by Regulation E. This Agreement applies only to accounts established primarily for personal, family or household purposes.

## **12. MISCELLANEOUS**

You agree not to use our EFT services in connection with transactions that are illegal. We are not responsible for the refusal of a merchant or payee to honor the Card or to accept an EFT from your Account. In the event that we deactivate and reissue you an Access Device (because, e.g., we suspect fraud or your Access Device will soon expire), you may not be able to access your Account as before until you receive and activate the reissued Access Device. You agree that we are not responsible for any loss or damage you incur as a result of our deactivating and/or reissuing you an Access Device.

You agree that we may change the methods we use for authenticating and verifying requests for our EFT services at any time (e.g., we may require additional security measures) and you agree to comply with these. We may make changes to this Agreement in the same way, circumstances and manner as we are permitted to make changes to the Rules and Regulations for Deposit Accounts ("Rules") (see section of Rules captioned "Changes to the Rules"). If you need a copy of the Rules, please call us.