

Business Mobile Banking Addendum

This Addendum, as supplemented by the Treasury Management Services Agreement or Business Online Banking Agreement, as applicable, and any additional user manuals and instructions on our website, governs your use of the Business Mobile Banking Services (each a “Mobile Service”) we provide to our business clients. The Mobile Services are powered by a third-party mobile technology solution (the “Licensor”). In order to be entitled for a Mobile Service, you must be a registered Business Online Banking user and the deposit account must be eligible for the Mobile Services and be approved by us.

The Mobile Services permit you to perform a number of banking functions on business deposit accounts (each a “Linked Account”) that have been linked to the Mobile Services through the use of your smart phone or tablet (“Mobile Device”). Your use of a Mobile Service constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. Your continued use of a Mobile Service will indicate your acceptance of any revised Addendum.

WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION AND THE MOBILE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Mobile Devices with Internet capabilities are susceptible to viruses. You are responsible for ensuring that your Mobile Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components that could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. We will not be responsible if any non-public personal information is accessed via a Mobile Service due to any virus residing or being contracted by your Mobile Device at any time or from any source.

You are solely responsible for keeping your applicable User ID, passcodes, and other access/account information relative to the Mobile Services secret and confidential, and you shall not disclose such information to any unauthorized person and shall take all steps necessary to prevent discovery of such information by any unauthorized person. You must inform us as soon as reasonably practicable if you know or suspect that someone else knows such information or that unauthorized transactions have taken place and if you fail to do so you may be liable for any unauthorized transactions made.

1. Business Mobile Banking

Based on the permission established in Business Online Banking, you may use Business Mobile Banking in the same manner you use Business Online Banking.

- View current balance information for Linked Accounts
- Review available transactions for Linked Accounts
- Transfer funds between Linked Accounts on a one-time basis
- Approve or reject ACH batch files for processing
- Approve or reject wire transfer requests
- Approve or reject positive pay exceptions
- View Account alerts and notifications
- Submit a Bill Payment to Payees previously set up via Business Online Banking
- Pay eBills
- View payment history
- Make mobile deposits
- View mobile deposit history.

2. Restrictions on Use

a) You will not use the Mobile Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use it in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you will not use the Mobile Services to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data that is illegal, or material or data, as we determine (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm our or our Licensor’s reputation; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games),

death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose us or any of our affiliates or our Licensor, or any other third party, to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of the Licensor and its affiliates, or any other third party.

b) You will not attempt to: (i) access the Mobile Services for a use that has not been authorized; (ii) use or attempt to use a third party's account; (iii) interfere in any manner with the provision of a Mobile Service, the security of a Mobile Service, or other customers of a Mobile Service; or (iv) otherwise abuse the Mobile Services.

3. Security Procedures

You must comply with the security procedures for the Mobile Services, as they may be revised from time to time. You will login and complete the Enrollment Process using the assigned secure access code.

4. Liability/ Fees and Charges

Neither we, our affiliates nor the Licensor will be liable for any errors in the content of information obtained or transmitted through the Mobile Services, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences you select). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging or data usage rates imposed by your telecommunications carrier. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by any telecommunications carrier or any app store. Any losses or charges incurred through the loss of a Mobile Device or the safeguarding (or failure to adequately safeguard) of User IDs and passcodes will remain your sole responsibility.

5. Mobile Deposit

This Mobile Service is designed to allow you to make deposits to the Linked Accounts from remote locations by capturing images of paper checks ("Check Images") and delivering the Check Images and associated deposit information to us or our Licensor. Once you have downloaded our Mobile Banking App on your Mobile Device and enrolled in Mobile Deposit, you will be able to take pictures of Checks for deposit if you have been authorized. You will need to provide an image from both the front and the back of the Check and provide the information required. Notifications will be sent to let you know your transaction was successful. Only one Check may be deposited per deposit session.

a) Check Requirements. In order to be eligible to be transmitted to us through Mobile Deposit, a Check must meet all of the following requirements:

- The Check must be a paper Check made payable only to your business;
- The paper Check must be payable on demand and drawn on or payable in U.S. dollars at a financial institution whose corporate headquarters is located in the United States;
- The paper Check must not have been previously deposited with any financial institution, or deposited to the Linked Account or any other account or used as a source document for any electronic image that has been transmitted to any financial institution; and
- The paper Check cannot be future or postdated.

b) Impermissible Checks. You will not transmit any Checks that violate any of the terms of this Addendum or the terms of the Linked Account. You may not image and deposit any of the following types of Checks:

- Checks payable to any person or entity other than the person or entity that owns the Linked Account that the Check is being deposited into;
- Checks containing an alteration on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn;
- Checks previously converted to a substitute check, as defined in Regulation CC;
- Checks drawn on a financial institution located outside the United States;
- Checks that are remotely created checks, as defined in Regulation CC;
- Checks not payable in United States currency;
- Checks dated more than six (6) months prior to the date of deposit;
- Checks that have previously been submitted through the Mobile Service or through a remote deposit capture service offered at any other financial institution;
- Checks that are drawn or otherwise issued by the U.S. Treasury Department.

c) Endorsements and Procedures. You must restrictively endorse any Check transmitted through Mobile Deposit as “For mobile deposit only to Company Name” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Mobile Service as we may establish from time to time.

d) Receipt of Items. We reserve the right to reject any Check Image transmitted through Mobile Deposit, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of a Check will be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

e) Disposal of Checks. You must mark each Check “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment and put the Checks under lock and key until your business destroys them.

f) Promises You Make to Us.

- You will only transmit eligible Checks;
- Images will meet our image quality standards in effect from time to time;
- You will not store or make a back-up copy of any electronic item;
- You will not transmit an image or images of the same Check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such Check with any other party;
- You will not deposit or re-present the original Check to any other party;
- All information you provide to us is accurate and true, including that all images transmitted to us accurately reflect the front and back of the Check at the time it was scanned.

6. Privacy and User Information

In connection with your use of the Mobile Services, we, our affiliates and the Licensor may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Mobile Services. We, our affiliates and the Licensor will maintain reasonable safeguards to protect the User information from unauthorized disclosure or use, but we reserve the right to use and disclose the User information as reasonably necessary to deliver the Mobile Services and as otherwise permitted by law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We, our affiliates and the Licensor also reserve the right to monitor the use of the Mobile Services for purposes of verifying compliance with applicable law, this Addendum and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

7. Mobile Banking Limitations

It is important that you understand the limitations of the Mobile Services, including but not limited to the following:

The balance of the Linked Accounts may change at any time as we process items and fees against them, and the information provided to you through the Mobile Services may become quickly outdated. Financial information obtained through the Mobile Services (including, without limitation, any text message alerts) reflects the most recent Account information available through the Mobile Services and may not be accurate or current. You agree that neither we nor our Licensors will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Because the Mobile Services are accessible only through your Mobile Device, your access to the Mobile Services may be limited by the service provided by your telecommunications carrier.

There may be technical or other difficulties related to the Mobile Services. These difficulties may result in loss of data, personalized settings or other the Mobile Services interruptions. We do not assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of a Mobile Service; nor for the delivery or the accuracy of any information requested or provided through a Mobile Service.

We reserve the right to block access or delete the Mobile Service software from your Mobile Device if we or our Licensor have reason to believe you are misusing a Mobile Service or otherwise not complying with this Addendum, or have reason to suspect your Mobile Device has been infected with malicious software or virus.

8. Bank Fees

Refer to the Fee Schedule for other applicable fees and charges. We reserve the right to adjust fees or pricing schedules at any time with adequate notice.