

## P2P Agreement

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and your Financial Institution or its designated third party processor or service provider ("We", "Us"), in connection with PayItNow™ Payment Service, also known as PIN Payment, (the "Service") offered through Financial Institution's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a PIN Payment Instruction from one of your Eligible Transaction Accounts at Financial Institution, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute PIN Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. (PIN payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein, and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the Mid-Atlantic ACH Association (the "Rules").

1. Eligibility: The Service is 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 individuals under the age of 18 years old. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
2. Initiating PIN Payment Instructions: All PIN Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a PIN Payment instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.
3. Security Procedure:
  - a. You shall comply with the security procedure requirements with respect to PIN Payment Instructions initiated by You, as well as those required in connection with the On-line Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the PIN Payment Instruction.
  - b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of PIN Payment Instructions. You warrant that no individual will be allowed to initiate PIN Payments on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any PIN Payments made in good faith by Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.
4. Compliance with Security Procedure:
  - a. If a request for a PIN Payment (or a request for cancellation or amendment of a PIN Payment) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the PIN Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such

PIN Payment even though the PIN Payment (or request) was not authorized by You, provided Financial Institution accepted the PIN Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such PIN Payment. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a PIN Payment matches the password associated with Your Account on the Site.

- b. If a request for a PIN payment (or request for cancellation or amendment of a PIN Payment) received by Financial Institution was transmitted or authorized by You, You shall pay Financial Institution the amount of the PIN Payment, whether or not Financial Institution complied with the security procedure with respect to that PIN Payment and whether or not that PIN Payment was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

5. Payment Authorization and Remittance:

- a. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the PIN Payment Instructions that we receive through the Service.
- b. When we receive a PIN Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your PIN Payment Instruction could not be completed.
- c. We will use reasonable efforts to complete all your PIN Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the PIN Payment Instruction or the PIN Payment Instruction would exceed the credit limit of your overdraft account;
  - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the PIN Payment Instruction;
  - iii. The payment is refused or returned by Recipient or Recipient's Financial Institution
  - iv. You have not provided us with the correct information, including but not limited to the correct PIN Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a PIN Payment Instruction; and/or
  - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, issues with the financial institution or interference from an outside force) which prevent the proper execution of the PIN Payment Instruction.
- d. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the PIN Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the PIN Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.

- e. You agree that your authorization provided on the Site is conclusive evidence that with regard to each PIN Payment, You authorize and are empowered to authorize Us to submit the PIN Payments on your behalf
6. Your Representations and Agreements; Indemnity: With respect to each and every request for a PIN Payment initiated by You, You represent and warrant to Us and agree that:
- a. You are authorized to initiate such request for a PIN Payment and hereby authorize Us to initiate each PIN Payment requested by you in the amount provided that:
  - b. Such authorization is operative at all relevant times, including without limitation
    - i. at the time you establish the pre-authorization on the Site,
    - ii. at the time you initiate a PIN payment, and
    - iii. at the time of transmittal or debiting by Us as provided herein.
  - c. Your PIN Payments are not prohibited as set forth in Section 7. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and
  - d. You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
7. Prohibited Payments: The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
- a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
  - b. Payments that violate any law, statute, ordinance or regulation;
  - c. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
  - d. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
  - e. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated

with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;

- f. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
  - g. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.
8. Our Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any PIN Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a PIN Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this Section 5.
- a. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
  - b. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a PIN Payment if such transmittal would result in Our having exceeded any limitation upon

Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- c. Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in Section 5.
9. Inconsistency of Name and Account Number: You acknowledge and agree that, if a PIN Payment describes the Receiver inconsistently by name and/or account number, PIN Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the PIN Payment to Us is not excused in such circumstances.
10. Amendments: From time to time We may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.
11. Notices, Instructions, Etc.:
  - a. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
  - b. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
12. Cooperation in Loss Recovery Efforts: In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
13. Entire Agreement: This Agreement together with the other agreements governing your use of the website and your Account(s) (including, without limitations, the agreement(s) between Financial Institution and you governing the Account(s)) is the complete and exclusive statement of the agreement between Us and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Us and You with respect to the subject matter. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent

necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.