

# Commercial Deposit Account and Electronic Banking Agreement

This booklet contains important information about your account.  
Please review it and keep it with your important papers.



Sandy Spring Bank

From here. For here.

301.774.6400 • 800.399.5919  
[www.sandyspringbank.com](http://www.sandyspringbank.com)

SSB 1671 (Feb 2021)  
Commercial Deposit  
Account Agreement

Member FDIC



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## Important Information About Procedures For Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

### What this means for you.

When you open an account, we will ask for:

- Your Name • Address • Date of Birth • And other information that allows us to identify you

We may also ask to see your driver’s license or other identifying documents.

# COMMERCIAL DEPOSIT ACCOUNT AGREEMENT

## A. GENERAL LEGAL AGREEMENT

**1. Applicability** – This Commercial Deposit Account Agreement (hereinafter “Agreement”) contains the terms and conditions governing the relationship between Sandy Spring Bank and any of its affiliates (hereinafter referred to as “Bank”, “we”, “us” or “our”) and its clients, including all persons or entities who sign or are designated on the Signature Card for the Account, except as the powers of that person are expressly limited by the terms of the Signature Card (hereinafter referred to as “Client”, “you” or “yours” or “Organization”), with respect to any deposit account (“Account”) opened or maintained by you with us and any services (including electronic banking services) provided by us with respect to any Account. You promise to be bound by the terms and conditions of this Agreement. For accounts opened on-line through a Sandy Spring Bank website, the term “Signature Card” shall mean the Confirmation Page(s), which follows your submission of the on-line account application and contains and confirms important account information. You should print a copy of the Confirmation Page(s) for your records. Your electronic submission of the on-line account application indicates that you have read and agreed to the terms of the Agreement.

**2. Amendment** – The terms of this Agreement, as well as any pricing or other changes to your Account, may be amended from time to time by the Bank. Amendments to this Agreement will be accomplished by written notice to you. The notice may be included in or on your account statement. The notice may state that there has been a change to your account and that you may obtain a revised agreement at your local branch or from your relationship manager. Continued use of your account following notice of amendment or a change to the account constitutes your acceptance of such changes.

### 3. Definitions

**“Account”** means your checking, savings, time deposit and/or loan account(s) on which Transactions may be conducted or that may be accessed by one or more services according to your request.

**“Agreement”** means this Commercial Deposit Account Agreement.

**“Business Day(s)”** means Monday through Friday, excluding Federal holidays.

**“Deposit(s)”** means funds (whether by cash, check, draft, other order, other item, or other deposit request) either cashed or added to your Account (subject to any limitations on making deposits into your Account).

**“Electronic Banking Service(s)” or “Services”** means all electronic banking services, including but not limited to Visa Check Cards, electronic direct deposits and debits, e-biz and telephone and mobile banking.

**“Order”** means a negotiable order of withdrawal, checks, substitute checks, electronified checks, “counter/ in-person” withdrawals, drafts, wires, ATM withdrawals, point of sale purchases, ACH withdrawals, online banking and telephone banking withdrawals, credit card transactions, other orders, other items and other withdrawal or transfer requests used to transfer or withdraw funds out of your Account by any means (subject to availability and any withdrawal limitations or penalties for your Account) are referred to throughout this Agreement as “Order(s).”

**“Originator”** means an individual, corporation or other entity that initiates pre-authorized debit or credit Transactions through the Automated Clearing House Association (ACH).

**“Primary Account”** means the Account whether one or more than one, that you have designated as your Primary Account(s) for certain Services as described below.

**“Primary Checking Account”** means the checking Account that you have designated for access to certain Services as described below.

**“Security Devices”** means any combination of user identification information, Personal Identification Numbers (“PIN’s”), passwords/passcodes, tokens or other security methodology.

**“Transaction(s)”** means all Account transactions, including all means by which funds are deposited or withdrawn from the Account, including all electronic funds transactions performed through any Electronic Banking Services, including requests for such transactions.

**4. Governing Law/Venue** – Except as provided in the next sentence, this Agreement is governed by and construed in accordance with federal law and, to the extent not inconsistent with federal law, the internal laws of Maryland, excluding its choice of law provisions. Accounts opened in Virginia are also governed by federal and Maryland law except as provided otherwise expressly in this Agreement. If, for Accounts opened in Virginia, election of Maryland law is determined in a legal proceeding to be against public policy, this Agreement is governed by the internal laws of Virginia but only to the extent Virginia law must govern. The state and federal courts of the State of Maryland shall have exclusive jurisdiction on all claims brought by or against Maryland residents. The state and federal courts of the Commonwealth of Virginia shall have exclusive jurisdiction on all claims brought by or against Virginia residents. The Circuit Court of Montgomery County Maryland shall have exclusive jurisdiction over all claims brought by or against all other individuals or parties.

**5. Severability** – You understand that if any of the provisions of the Agreement are found to be in violation of, or restricted by, any applicable federal, state or local law, regulation or ordinance, this Agreement shall be so construed as to conform with such law, and that the remainder of this Agreement shall not be affected by such laws, and shall remain in full force and effect.

**6. Assignment** – You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated or unaffiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**7. No Waiver** – We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**8. Captions** – The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**9. Entire Agreement** – You agree that this Agreement is the complete and exclusive statement of the agreement between you and us and supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement.

**10. Use of Eastern Time** – In this Agreement, all references to specific times are deemed to be Eastern Time, unless otherwise indicated.

**11. Standard of Care** – WE AGREE AND WARRANT THAT WE WILL PROVIDE ALL SERVICES IN A COMMERCIALY REASONABLE MANNER. THIS WARRANTY IS IN LIEU OF, AND WE DISCLAIM, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE).

**12. Changes in Terms / Other Notices** – We reserve the right to amend the terms and conditions and add new terms and conditions to this Agreement. Unless applicable law requires otherwise, all such amendments

will be binding upon you immediately after we give you notice. Such notice may be given at our discretion by mail, by electronic communication or by revising the terms and conditions in this Agreement and making it available on our website or in our community offices. We will also mail you the most recent version of this Agreement upon your written request.

You agree that we may send communications and confidential mailings, including mailings concerning Security Devices, to your address as shown in our records or to you via secure electronic communications, in our sole discretion.

Any notice that is mailed is considered given 48 hours after we place it in the mail, postage-paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first made available through Electronic Banking Services. If a specific notice period or type of notice is required by applicable law, the revised terms will be binding in accordance with such law.

Continued use of your Account after we provide you a notice of change will constitute your agreement to such change(s).

**13. Collection Costs** – You shall be liable for all collection costs and reasonable attorneys’ fees incurred by us in the construction or enforcement of this Agreement.

## **B. ARBITRATION**

**READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.**

Any claim or dispute (“Claim”) by either you or us against the other will, at the election of either you or us, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory, or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior agreement. As used in this arbitration provision, the term “Claim” is to be given the broadest possible meaning, and includes past, present, and/or future Claims. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action only. This means that even if a demand for class arbitration, class action lawsuit or other representative action, including a private attorney general action is filed, any Claim related to the issues of such lawsuits will be subject to individual arbitration. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleader, or otherwise. **Notwithstanding this arbitration provision, if you have a Claim that is within the jurisdiction of small claims court, you file your Claim there.** Any appeal from a decision of a small claims court shall be subject to this arbitration provision. The arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (“AAA”), according to the Commercial Arbitration Rules. To start arbitration, you or we must give notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. Our notice may be provided to you at your last known address or at such other address as we may have in our records. Your notice to us shall be given to: Sandy Spring Bank, c/o Legal Department 17801 Georgia Avenue, Olney Maryland 20832. All

fees and costs are allocated pursuant to the rules of the AAA. The arbitrator may award any fees, costs, and expenses including attorneys' fees, as permitted by the administrator's rules. If there is a conflict between the rules and procedures of the administrator and any term in this arbitration provision, the terms of this arbitration provision shall prevail. You or the Bank may bring a summary or expedited motion to compel arbitration of any Claim or to stay the litigation of any claims pending in any court. Such a motion or action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration. In the event the prohibition on class arbitration is deemed invalid or unenforceable, the remaining portions of the arbitration agreement will remain in force.

Any arbitration proceeding shall take place in Montgomery County, Maryland. Any non-arbitration civil action shall be brought exclusively in either the Montgomery County (MD) Circuit Court (non-Virginia residents) or the Fairfax County (VA) Circuit Court (Virginia residents) or the appropriate federal court in those states. This Section shall not apply to, limit or affect our ability to exercise our right of offset pursuant to Section C.6 "Right to Offset" or other common law or statutory remedies. This Section shall survive termination of this Agreement.

## C. GENERAL RULES

The following rules generally apply to all types of accounts, except as the ability to make Deposits or initiate Orders are limited by the terms of the Signature Card or by the terms for your particular type of Account.

**1. Deposits** – Deposits may be made in person at any of our community offices or sent to us by mail. Deposits to your Account will be posted before Orders. Even though we may credit your Account upon you making a Deposit, you understand, except for cash deposits, if you deposit a check, draft, bond, or other non-cash item, we have the right to clear it before we make the money available to you. This kind of deposit is cleared when we present it to the institution it's drawn on and they pay us its value. If there are any special fees for collecting your Deposit, you promise to pay them. If we feel there is reason, we can refuse, limit, or return your Deposit or may close your Account by sending you our check in the amount of the balance of the Account.

We may accept deposits to your account from any source or from any party. The Bank may also refuse to accept a deposit or may reverse a deposit even after provisional credit has been granted without prior notice. Deposits may not be made through any night deposit receptacle or through delivery by a courier service, and we assume no liability for any such deposit unless you have entered into an agreement with the Bank for this service. In our sole discretion, we may process any such deposit and you agree to indemnify and hold the bank harmless from any loss, claim, or damage arising out of such deposit. You agree that the Bank's verification of the delivery or amount of a deposit shall be controlling notwithstanding any conflicting record, receipt or delivery acknowledgment. Deposits are considered accepted in the state in which your account is maintained. If you did not open your account in person at a branch, but through the mail, by phone, or over the internet and you do not conduct business in a state where the bank operates a branch office, your deposit(s) will be considered accepted in the state of Maryland.

If we cash an item for you or permit you to withdraw the money before the item has been finally paid and if it is not paid for whatever reason, we have the right to charge your Account or obtain a refund from you.

Deposits will be verified and handled by us consistent with our usual practices and applicable law and regulations. You authorize us, at our discretion and without notice to you, to resubmit for collection those Deposits, which have been returned to us unpaid. Further, in such a circumstance, we may charge your Account or obtain a refund from you without prior notice to you and you waive notice of dishonor of the item you deposited. We are not obligated to accept any Deposit dated six months or more prior to the time it is

deposited, but we may do so at our discretion.

Checks that are deposited to your Account must not contain markings in the area of the depository bank endorsement. We will not be liable for the late return of a deposited check if the late return is caused by improper markings on the check by you or the prior endorser.

**2. Transaction Posting Order** – We reserve the right to pay the withdrawals you make from your Account, regardless of the method of withdrawal, in any order we determine. This includes withdrawals made at an ATM or through online banking, point-of-sale (POS) purchases (debit or credit), checks, preauthorized payments and by any other means we make available to you. Deposits and withdrawals are NOT necessarily posted in the order in which they were made. We will post deposits to your account before we post withdrawals. Generally, we post debit/withdrawal Transactions to your account in the following Transaction Group order:

Transaction Groups*	How We Post These Items
1. Wires, cashed checks, ATM and teller withdrawals and previously incurred service charges or fees	By Transaction date and time stamp order
2. Non-returnable electronic items including debit card Transactions	By Transaction date and time stamp order
3. ACH Transactions	By Transaction date and time stamp order
4. Paid checks	In serial number order

\* Transactions not referenced above may be posted in any order at the Bank's discretion.

When date and time stamp order or check serial number is not available or is the same as another Transaction, we will post items by each Transaction Group in dollar amount order, starting with the smallest amount.

The order in which we post your Transactions may affect whether you incur fees for insufficient or unavailable funds. Amounts shown as "available" funds at a branch or through our online systems or otherwise made available by us for your use may not yet be collected and accordingly may be debited from your account if the underlying deposit item is uncollectible. You should always keep a record of all deposits and withdrawals on your account and check your account balance regularly.

**3. Stop Payment and Postdating** – At your risk, upon your proper and timely request, and subject to the provisions outlined below, we will accept either a) notice of a stop payment to prevent payment of an Order or Transaction; or b) notice of postdating to prevent the payment of an Order before the date written on it (hereafter collectively referred to as "Notice(s)"). Such Notices may be given by the person who signed the Order, an individual authorized to initiate or originate a Transaction, or any other owner of the Account. You agree to pay our fee for Notices and renewals of Notices which will be deducted from your Account. If, in the case of a stop payment, the Order or Transaction is presented or, in the case of a postdating, the Order is presented before the date written on it, we may return it unpaid in any manner consistent with Federal Reserve Bank and clearinghouse procedures. You agree to hold us harmless from all expenses and costs incurred by us, including attorneys' fees, in refusing payment on the Order or Transaction. You understand that any holder in due course of the Order, including us, may be entitled to enforce payment against you despite your Notice. A Notice to stop payment will cease to be effective after the expiration of the stop payment Notice. A Notice of postdating will cease to be effective at the earlier of the date written on the Order or the expiration of the Notice of postdating. The Order or Transaction may be paid by us and charged against your Account if the Order or Transaction is presented to us after that time. A Notice may be made in either or both of the following ways: by



oral Notice, which is effective for 14 calendar days, or by written Notice, which is effective for six months unless otherwise agreed to in writing by you and us. A Notice using our Electronic Banking Services (which shall include ebiz), is considered a written request. If you fail to renew any type of Notice before it has expired, you shall be deemed to have consented to payment of the Order or Transaction.

Our receipt of your Notice is timely only if: (a) we have not indicated in any manner that we will pay or honor the Order or Transaction; (b) the Order or Transaction is not already in our processing system; or (c) we have a reasonable time to act upon it. You and we agree that receipt of a Notice on the same day as the Order or Transaction is presented to us does not give us a reasonable time to act on the Notice. You must provide us with the exact: (a) date written on the Order or Transaction; (b) amount of the Order or Transaction; (c) payee; (d) Order or Transaction number; (e) Account number; and (f) any other information we may require.

You agree that if all of this information is not correctly provided by you, we will not be liable if the Order or Transaction is paid. Except in the event of our gross negligence or willful and intentional misconduct, our liability for payment of an Order or Transaction for which we have received a proper and timely Notice (and for any dishonor of other Orders or Transactions due to insufficient funds in such a case) is limited to your actual losses, up to the amount of the Order at issue. Under no circumstances will we be liable for any consequential, incidental, indirect, special or other damages. If we re-credit your Account after paying an Order or Transaction over a proper and timely Notice, you agree to transfer to us all of your rights against the payee or other holder of the Order and to assist us in legal action taken against that person at a subsequent time.

**Electronic Banking Services** – You can use the Stop Payment Service via the Electronic Banking Services to place a stop payment request/order on any Transaction, whether one or more than one, that you authorized an Originator to post to your account. Call our Commercial Business Center at 866-867-1570 between 8:00 A.M. and 7:00 P.M. on Business Days and 8:00 A.M. and 1:00 P.M. on Saturdays or write us at Sandy Spring Bank Attn: Client Service Center, 17801 Georgia Avenue, Olney, Maryland 20832. If you call, we may require you to put your request in writing and send it to us within 14 days or your stop payment could be canceled.

A stop payment order placed in accordance with stated requirements will remain in effect until the earlier of a written request of withdrawal of the stop payment order by you; or the return of the debit. Stop payment orders must be received by us at least three (3) business days prior to the scheduled date of the transfer.

The charge for stopping a payment is listed on the Fee Schedule.

**4. Automated Processing of Items** – You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items (both Deposits and Orders) at the lowest possible cost to all clients. These automated procedures rely primarily on information encoded onto each item in magnetic ink and the written numerical amount. You agree that such automated check payment and notification procedure is commercially reasonable. The Bank and Organization, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). You agree that in paying or taking an item for collection, we may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards in our community, whether or not that information is consistent with other information on the item. Unless we have agreed to the contrary in writing, we are not obligated to honor any restrictive instructions that you write on an Order, such as "Void after 90 Days" or "Two Signatures Required for Amounts Over \$5,000." You agree to reimburse us for any loss or expense we incur because you issue or deposit an item containing such extra information. These

items may represent a sampling or selection of items drawn on all Accounts. The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards, and did not fail to exercise ordinary care in paying any items forged or altered so cleverly (as by unauthorized use of a signature, stamp and facsimile machine or otherwise) that the unauthorized signature, endorsement, or alteration could not be detected by a reasonable person. You agree that we did not fail to exercise ordinary care in paying an item if our procedures provide for limited or no sight examination of items we process. Furthermore, we shall not be liable for forgeries done by facsimile or other methods, which are not susceptible to ordinary detection.

**5. Joint Owners** – Owners are jointly and severally liable for payment of all charges against the Account even when only one owner created the charge or benefited from it. Any owner may make Deposits to the Account and each of them appoints the other(s) as attorney-in-fact with the power to deposit into the Account any Deposit payable to any one or more owner(s) and, for that purpose, to endorse any Order payable to any one or all of them. Any owner may initiate Orders withdrawing or transferring funds from the Account, may request a stop payment on any Order, may close the Account, and may obtain additional services without the consent of the other(s).

**6. Right to Offset** – You agree that we shall have the right to offset against your Account at any time and without notice, for your indebtedness to us. Any indebtedness now owing or hereafter owing, may be charged to any Account in your name. You agree to hold us harmless and indemnify us in the event the Account is offset for the debt of less than all owners. We will not be liable if such a deduction causes Orders to be dishonored because of insufficient funds.

**7. Agents and Employees** – If you allow (including through unintentional access to Account information or Security Devices) another person to conduct any transactions (including any Order) or perform any actions with respect to any Account, you are fully responsible for that person's actions. You will be solely liable for any loss caused by the actions or inaction of that person and you cannot hold us liable for any part of that loss.

**8. Garnishments/Attachments/Liens/Executions/Lievies** – The Bank is authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution, levy or other proceeding relating to the Organization or its account, to withhold payments of as much of the balance in your account(s) as may be the subject of such notice or process and to pay such amount to the court, creditor, or other party in accordance with applicable state or federal law. The Bank may also, in its discretion, place a hold on your account(s) for a reasonable period of time to permit the parties or the Bank an opportunity to file any additional legal proceedings or to informally resolve the action involving the account(s). You understand and agree that the Bank will not be liable for dishonoring checks, drafts, or other items because of insufficient funds in your account due to a hold placed on the account or resulting from service charges, setoff, levies, garnishments, lien claims, or other legal processes. You agree that, if we incur any expense due to an attachment, garnishment or levy upon your Account, including, but not limited to, court costs and attorney fees, you will reimburse us for such expense or we may charge any portion of such expense to your Account. All attachments, garnishments, and levies upon your Account will subject you and your Account to a service charge as set forth in our Fee Schedule.

**9. Non-Transferability** – This account is for the use of the owner(s) only. Ownership of this Account cannot be transferred except as permitted by us and any permitted transfer will be effective only when reflected in our records for the Account.

**10. Dispute Among Signers or Owners** – In the event that we reasonably believe that the signers, owners, or persons acting on behalf of the signers or owners of an Account are in dispute concerning any aspect of the Account, we may, in our sole discretion, do any or all of the following things: continue to act as set forth in this

Agreement based upon the signature of any authorized signer as shown in our records; freeze the funds in the Account pending resolution of the dispute to our satisfaction; or deposit the funds from the Account into the registry of an appropriate court pending a court order establishing the parties who are authorized to transact business with respect to the Account. You agree that we may deduct or setoff from any account balance any and all costs (including reasonable attorney fees) of any interpleader action commenced pursuant to this Paragraph and further agree to indemnify us and hold us harmless for any liability or expenses incurred in any such action.

**11. Dormant Accounts** – All funds remaining in an Account may be turned over to the custody of the appropriate state after the Account has been presumed abandoned because of inactivity and notice is sent to you. For certificate of deposit Accounts the period giving rise to the presumption of abandonment begins after the maturity date of the initial term. An Account will be presumed abandoned if, for the period of time specified by applicable law, you have not increased or decreased the amount in the Account, written to us about the Account, including signing up for new services or asking for address changes, engaged in a credit or other deposit transaction with us, or otherwise indicated an interest in the Account as evidenced by a memorandum on file with us. Dormant or inactive Accounts may be subject to reasonable service charges as set forth in our Fee Schedule. We are relieved of all responsibility if your Account balance is turned over to a state as provided by applicable law.

**12. Closing Accounts** – You may withdraw all collected funds in the Account at any time. We may close the Account at any time by sending you a check for the collected balance in our possession less any fees due and our standard Cashier's Check fee as set forth in our Fee Schedule and giving you notice that we have done so. If your balance is less than the fee, we will simply close your Account. We may charge a fee as set forth in our Fee Schedule if an Account is closed within 6 months of opening. If an interest bearing account remains at a zero balance, the account may be closed by the Bank and any accrued interest may be forfeited.

**13. Statements** – Any error in the description, or in the amount, of any deposit is subject to correction by the Bank within a reasonable time after discovery of the error. Periodically, we will deliver you a statement concerning activity in the Account. You agree to promptly examine your statement and notify us of any discrepancies. You agree that you will notify us within a reasonable time (not to exceed 30 days) of any erroneous or missing entries, including but limited to deposits, withdrawals or transfers. You understand that we will not return your canceled checks but we will provide you with copies upon written request and you may be charged for photocopies as set forth in our Fee Schedule. We will securely store copies for 7 years. You agree that delivering periodic statements to a single address constitutes notice to you and that any of you may change the delivery address for statements. If a statement is returned to us because you have failed to claim it or you have failed to provide us with a proper delivery address, we may discontinue sending your statements until you specifically make written request that we commence sending statements to you again, furnishing us with a proper address. Applicable fees may be charged.

Unless you notify us of an unauthorized signature or alteration within a reasonable time (not to exceed 30 days), after we send or make available to you your statement and/or items: (a) you cannot assert the unauthorized signature or alteration against us to recover any funds paid, regardless of whether or not we are able to show a loss due to your failure, and (b) you cannot assert any unauthorized signatures or alterations by the same person on Orders paid by us after the reasonable time stated above elapses, but before we receive your notice.

**14. ACH or Wire Payments to Accounts** – Under the operating rules applicable to automated clearinghouse ("ACH") transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH Item, and we will not do so. You agree that we may notify you of the receipt of ACH and other electronic

payments in the periodic statements we provide to you. If periodic statements are not provided to you, you agree that we are not obligated to provide you with notice of receipt of payments, unless otherwise required by law. In all cases, Account number rather than client name will control crediting of funds transfers. ACH operating rules also provide that credit given by us to you for ACH credit entries is provisional until we receive final settlement for the entry through a Federal Reserve Bank or otherwise receive final payment. If we do not receive final settlement, we are entitled to a refund of any amount credited to you in connection with the entry, and the party that originated the payment to you shall not be deemed to have paid you. You agree to be bound by these rules. If a funds transfer entry includes transmission through a funds transfer system that nets obligations multilaterally and has a loss-sharing agreement among participants, and the system fails to complete settlement, we are entitled to a refund of any amount credited to your Account.

We are subject to U.S. law, including Office of Foreign Assets Control (OFAC) sanctions, and, if applicable, the National Automated Clearinghouse Association (NACHA) Operating Rules when handling your ACH or wire transactions. These required reviews may involve delays in posting and availability of proceeds for ACH or wire transactions initiated by parties outside U.S. jurisdiction if we find it necessary to scrutinize the transaction in more detail. In cases where there appears to be a violation of U.S. sanction policies, proceeds from an ACH or wire deposit may be frozen and therefore may affect your funds availability.

**15. Check Cashing Fees** – If you issue a check drawn on your account with us and someone who is not a deposit customer of ours seeks to cash it at one of our community offices, we reserve the right to charge a service fee to that individual as a condition of cashing the check. By continuing to maintain your account with us, you agree that it shall not constitute wrongful dishonor if we refuse to pay such a check because the individual seeking to cash the check declines to pay such a service fee.

**16. Large Currency Withdrawals** – If you request a large currency withdrawal from your Account, we may require up to five business days' notice to process your request. We may require you to conduct your Transaction at the community banking office of our choice. You will be required to provide proper identification and other pertinent information prior to processing the withdrawal. The withdrawal of large amounts of currency involves potentially significant security risk. Accordingly, once the currency is provided to you, you assume full responsibility for, and agree to hold Sandy Spring Bank harmless from, any loss, theft or damage of any kind resulting from the currency withdrawal.

**17. Check Cashing Identification** – If you issue a check drawn on your account with us, we have the right not to pay the check if the person who presents it for payment fails to provide us with such reasonable identification as we may request. You agree that our reasonable identification requirements may include such documentary forms of identification (such as a valid passport or driver's license) and/or physical forms of identification as we may from time to time establish.

**18. Creation of Check Image Files/Substitute Checks/Remotely Created Checks** – Unless explicitly provided for in a contract entered into by you and Sandy Spring Bank, you may not deposit any substitute check or "remotely created check" (as defined by federal regulations) that has not previously been handled by a bank in the U.S. collections process. This means that you cannot, except as provided above, send a check image file for deposit, or deposit a substitute check or "remotely created check" you create or one that has been created by another person, business, entity or agency.

**19. Unlawful Internet Gambling Enforcement Act of 2006** – In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, you agree that restricted transactions are prohibited from being processed through your account or relationship with our institution and engaging in such transactions will result in account closure. Restricted transactions are transactions in which a person

accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

**20. Service Charges and Balance Requirements** – You agree to pay us, or have us deduct from your Account, such fees and service charges imposed on the Account, in question. The Fee Schedule sets forth the service charges or fees that may be imposed against you or your Account for activity, overdrafts, return of unpaid checks or deposits, or other fees applicable to your type of Account. The Fee Schedule is part of this Agreement, which is subject to amendment from time to time, and has been provided to you and is available upon request. Service charges and fees are imposed to cover our cost of providing services and to generate income. These charges and fees may be reduced or avoided through your actions. You agree to comply with any minimum balance/deposit requirements we may impose. Nothing herein is intended to apply to criminal conduct by you, which will be prosecuted by us to the fullest extent of the law.

**21. Disclosure of Account Information to Third Parties** – We may disclose information to third parties about your Account or the Transactions you make under various circumstances including, but not limited to:

- When it is necessary for completing Transactions.
- When it is necessary to activate additional services.
- To consulting firms, in an aggregate non-personally identifiable format, for internal research and product improvement purposes only.
- If you give us your written permission.
- In the course of preparation, examination, handling or maintenance of financial records by any officer, employee or agent of ours that has custody of the records.
- In the course of examination of our financial records by a certified public accountant while engaged by us to perform an independent audit.
- During the course of examination of financial records by or the disclosure of financial records to any officer, employee or agent of a supervisory agency for use only in the exercise of that person's duty as an officer, employee or agent.
- In the course of publication of information derived from financial records if the information cannot be identified to you or any particular Account of yours.
- In the course of making reports or returns required or permitted by federal or state law.
- Under certain provisions of law relating to the dishonor of a negotiable instrument.
- In an exchange, in the regular course of business, of credit information between us and any other fiduciary institution or commercial enterprise if made directly or through a consumer reporting agency.
- To comply with any government agency order, court order or applicable law.
- To appropriate officials in connection with the prosecution of an action concerning insufficient funds.
- To appropriate officials to verify or confirm eligibility for public assistance or to appropriate authorities relating to enforcement of child support obligations.
- To our subsidiaries and affiliates in accordance with applicable laws or regulations.
- If we have entered into an agreement to have another party assist us as our agent in making Transactions.
- When you authorize disclosure.

## **D. SECURITY PROCEDURES**

1. We and you understand and agree that the initiation of Transactions involves potentially significant security risks. In order to mitigate such risks, we have implemented both various internal procedures and technology, including Security Devices (as defined in subsection 2 herein) and established additional actions which you agree to take. These Sections D and E constitute our "Security Procedures".

- 2.** You will comply with the fraud prevention procedures described in Section E “Safeguarding Your Account – Fraud Detection/Deterrence”. You acknowledge and agree that these Security Procedures, including (without limitation) any code, password, account information, personal identification number, user identification technology, token, certificate, software, or other element, means, or method of authentication or identification (“Security Devices”) used in connection therewith, constitute commercially reasonable Security Procedures under applicable law.
- 3.** You acknowledge that your compliance (and that of all Users) with the Security Procedures is critical in mitigating security risk. Failure by you or any User to comply with all Security Procedures shall result in you assuming any and all risk for unauthorized Transactions. You authorize us to follow any and all instructions entered and Transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than User and until we have had a reasonable opportunity to act upon such notice.
- 4.** You acknowledge that the Bank has no method to determine whether a transaction conducted with Security Devices was proper and therefore authorize the Bank to complete any transaction involving your deposit or credit account(s) made with the use of such information. Transaction instructions received by the Bank when using a Security Device are effective as your instructions, whether or not you authorized them in fact, as long as we accept the instructions in good faith.
- 5.** You agree to be responsible for any transaction initiated with the use of Security Devices. The Bank shall have no liability for any loss, claim, or damage sustained as a result of the use of your Security Devices whether such transaction was authorized or not and agree to indemnify and hold harmless the Bank for any such transaction alleged to be authorized.
- 6.** You agree that the initiation of a Transaction using applicable Security Procedures or Security Devices constitutes sufficient authorization for us to execute such Transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your deposit account maintained with us, and you agree and intend that the submission of Transaction orders and instructions using the Security Procedures shall be considered the same as your written signature in authorizing us to execute such Transaction. You acknowledge and agree that you shall be bound by any and all Transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all Transactions and activity otherwise initiated by your Authorized Representatives, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or Transactions initiated by you and that you bear sole responsibility for detecting and preventing such error.
- 7.** You acknowledge that for certain services, repeated entries of an incorrect Security Device may lead to the Security Device being automatically revoked. Also, your connection to certain services may be automatically terminated if there is no activity for 90 days or more. When you access any of the services, your instructions may be recorded. You consent to such recording.
- 8.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Users. You agree to instruct each User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Upon our request, you will designate a system administrator to whom we may distribute Security Devices and with whom we may otherwise communicate regarding Security Procedures. Your system administrator shall have responsibility to distribute Security Devices to User(s) and to ensure the proper implementation and use of the Security

Procedures by User(s). Where you have the ability to change or modify a Security Device from time to time (e.g., a password or PIN), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than User or if you believe that any Transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

**9.** You agree to assign and maintain reasonable limitations on Transaction authority and system access for any User. It is your responsibility to remove or revoke any Security Devices or system access for any User who is no longer employed by you or otherwise should no longer have authority to conduct Transactions. If you have specifically authorized a named individual on a bank form or exhibit to conduct Transactions (e.g. wire, ACH or Positive Pay Transactions), you must notify us immediately in the event that such authority has been revoked. You authorize us to follow any and all instructions entered and Transactions initiated by such individuals unless and until you have notified us, according to notification procedures prescribed by us, that the authority of the individual has been revoked and until we have had a reasonable opportunity to act upon such notice.

**10.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any Administrator shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any User whose authority to have the Security Device has been revoked.

**11.** We may, from time to time and in our sole discretion, make available to you software designed to mitigate security risk in effecting Transactions. You agree that any failure to download such software constitutes a breach of the Security Procedures and you shall assume all risk for unauthorized Transactions.

**12.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**13.** In the event of a breach of the Security Procedure, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to us any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist us shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by us.

**14.** You are responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services.

Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and we are not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an Internet connection.

**15.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” and “pharming”). You agree to educate all Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that we will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that neither you, nor your User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You agree that we are not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

## **E. Safeguarding Your Account - Fraud Detection/Deterrence**

The physical or electronic theft of sensitive banking information may result in unauthorized Transactions on your Account(s). In order to decrease the risk of such unauthorized Transactions, you agree to:

- Safeguard information about your account such as your Account number(s) and not disclose such information to third parties;
- Safeguard materials and information which can be used to access your Account, including but not limited to, your checkbook, blank or unused checks, or Security Devices, to prevent them from being misused by an unauthorized party;
- Call us immediately at our Commercial Business Center at 866-867-1570 if you suspect any problem with your account or unauthorized activity, or your checkbook or unused checks are lost, stolen or misplaced;
- Review your checkbook and unused checks carefully for unauthorized activity if you suspect that any of these items may have been stolen or tampered with, or if you are the victim of theft or your property is burglarized;
- Review your statement each month promptly and carefully for unauthorized activity or missing deposits;
- Close your Account immediately upon discovery of any known or suspected unauthorized activity. When you report missing, stolen, or unauthorized checks, we may recommend that any Account(s) that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open, we will not be liable to you for subsequent losses on the account due to unauthorized activity and we may require you to indemnify us for any losses we incur as well;
- Maintain close control over your Security Devices to immediately detect any unauthorized use.



- Issue any checks with care to avoid alterations or forgeries. Precautions include without limitation using a dark colored permanent ink to write out your checks, making sure the numeric and written amounts match and are readable, and making sure there are no blank or open spaces in the body of the instrument where words or figures can be inserted.

We may, from time to time also make certain products and services that are designed to detect and/or deter fraud available to you. While no product or service will be completely effective, we believe that the products and services we may offer will reduce the likelihood that certain types of fraudulent items will be paid against your Account. You agree that if you fail to implement any of these products or services, or you fail to follow these and other precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your Account or otherwise have any liability for paying such items.

## F. TYPES AND OWNERSHIP OF ACCOUNTS

**Account Opening.** You agree that when you open an account, you have instructed us as to the correct type of account applicable to your Organization. You further represent to the Bank that you are authorized to do business in the manner indicated and that the acts of person(s) opening the account have been ratified. You agree that the Bank may rely on such representations without requiring additional information or documentation and that you shall furnish such information upon request.

**1. Business Account/Authorized Signers –** The Account is owned by the business named on the Signature Card. The Account cannot be transferred and provides no survivorship rights. The Account is subject to the order of any one of the persons whose name appears on the Signature Card as an authorized signer or sole proprietor. You represent and warrant, pursuant to Certifications/Resolutions made by the governing body of the business which are still in effect, that the persons listed on the Signature Card constitute all persons that the business has authorized to transact business in connection with the Account and that only one of their signatures (and no other person's signature) is required and no other instructions apply in order to make withdrawals from or otherwise transact business in connection with the account, including the ability to close the account. If the Certifications/Resolutions (as originally executed or deemed amended by continued use of the Bank's products or services) permit the persons listed on the Signature Card to name or appoint additional individuals to have signing or transactional authority with respect to the Account, such additional named individuals shall have such authority and Bank shall have the full right to accept any directions from such individuals without further inquiry into their authority.

**2. Agent(s) –** Any person identified on the Signature Card, or on a separate document which we have accepted, as an Agent acts in that capacity pursuant to contract, state or federal law, regulation or judicial authority for the benefit of any named beneficial owner(s) or the true beneficial owner(s) of the Account. The Account is subject to the right of any Agent or authorized signer to withdraw, subject to the limitations imposed by any contract or judicial order of which we have had prior notice and a reasonable opportunity to act. The Agent is authorized to make withdrawals and deposits and otherwise take action in connection with the Account but only as an Agent of one or more of the beneficial owners of the Account. The Agent certifies that any funds deposited into or withdrawn from the Account are properly within the Agent's custody and may be lawfully deposited into or withdrawn from the account in accordance with authority duly vested in the Agent and that we have no duty to verify the authority of the Agent to make particular deposits or withdrawals. The Agent is not an owner of the Account, no funds in the Account belong to the Agent by reason of that capacity, and the Agent has no right of survivorship in the account. The Agent promises to keep records in good faith and in the

ordinary course of business which detail the interests of any named beneficial owner(s) or the true beneficial owner(s) of the account at all times. Revocation or termination of the Agent's authority shall only be effective as to us after our receipt of a written notice of revocation or termination and after we have had a reasonable time to act upon such notice.

**3 Attorney-In-Fact** – Any person identified on the Signature Card, or on a separate document which we have accepted, as an Attorney-in-Fact (“Agent”) acts in that capacity pursuant to contract, state or federal law or regulation for the benefit of the named owner(s) or the true beneficial owner(s) of the Account. The Agent is authorized to make withdrawals and deposits and otherwise take action in connection with the Account but only as an Agent of one or more of the owners of the Account. The Agent certifies that any funds deposited into or withdrawn from the account are properly within the Agent's custody and may be lawfully deposited into or withdrawn from the Account in accordance with authority duly vested in the Agent and that we have no duty to verify the authority of the Agent to make particular deposits or withdrawals. The Agent is not an owner of the account, no funds in the account belong to the Agent by reason of that capacity, and the Agent has no right of survivorship in the account. The Agent promises to keep records in good faith and in the ordinary course of business which detail the interests of the named owner(s) or true beneficial owner(s) of the account at all times. Revocation or termination of the Agent's authority shall only be effective as to us after our receipt of a written notice of revocation or termination and after we have had a reasonable time to act upon such notice.

**4. Trade Name** – If a trade name is used in connection with this account, you agree to protect and indemnify us against all loss or liability, including court costs and attorneys' fees, arising from the acceptance by us for payment or credit of checks or other items drawn to the order of and/or endorsed in the trade name.

**5. Change of Signers** – As stated on the Certifications/Resolutions, you authorize us to act without further inquiry in accordance with writings bearing authorized signatures of, or with oral instructions from, the persons shown on the Signature Card until we have been provided with written notice of a change by you of authorized signers and had reasonable time to act thereon. In such a case, you will supply any and all further assurances and new documentation, including a new Signature Card and new specimen signatures, as requested by us in our sole discretion.

## **G. RULES APPLICABLE TO CERTAIN TYPES OF ACCOUNTS**

### **1. All Checking Accounts**

**a. How Checking Accounts are Maintained** – Every checking account (whether interest-bearing or not) will act as a master account (“Account”) and may consist of two sub-accounts from time to time – a transaction sub-account to which all financial transactions will be posted and a non-transaction sub-account into which available balances above a target level will be transferred daily. Funds will be transferred back to the transaction sub-account as needed to meet your withdrawal activity so that, at all times, you will have full access to all of your available funds. Your deposit insurance will not be affected. You will conduct your banking transactions at the Account level, and all minimum balances, fees and charges, and periodic statement information concerning the Account will be at that level. Also, for interest-bearing Accounts, all interest computation and crediting and tax reporting will be at the Account level. All of the provisions of this Agreement, the Fee Schedule, and the Rate Sheet, if applicable, apply to the Account as a whole without reference to the sub-accounts, except as provided in this section. The Signature Card you signed to open the Account (including its ownership provisions and any survivorship provisions) also governs the sub-accounts established from time to time.

Your agreement to establish the sub-accounts is made simply to assist us in the operation of our accounting system to affect the way balances are reported to the Federal Reserve Bank in accordance with their

regulations. This will help lower our expenses so that we remain competitive with other financial institutions. The non-transactional sub-account will be deemed a “savings account” under federal law, but will bear interest only if the Account as a whole is interest-bearing. Also, pursuant to federal law, we reserve the right to require 7 days’ advance notice of withdrawals from the non-transaction sub-account, although we have never exercised this right previously and would generally only do so for all savings accounts as a whole, and not just individual accounts.

From time to time, we may establish a target balance for your type of Account. When the balance in your Account is less than any target balance in effect at that time, the entire balance will be allocated to the transaction sub-account. When the balance in the Account exceeds the target balance, the excess will be allocated to the non-transaction sub-account. All of your withdrawals from the Account, by whatever means, will be deducted from the transaction sub-account. To the extent that on any day the amount of such withdrawals exceeds the balance in the transaction sub-account, we will transfer available funds from the non-transaction sub-account to the transaction sub-account. The first five times we make such transfers during any monthly statement cycle for the Account, we will transfer funds sufficient to restore the transaction sub-account to the target balance. On the sixth such transfer in a monthly statement cycle, we will transfer the entire remaining balance allocated to the non-transaction sub-account to the transaction sub-account and any subsequent deposits made in that statement cycle, even if they exceed the target balance, will be allocated to the transaction sub-account. Each monthly statement cycle, we will begin the process again. These actions will be performed automatically and will not interfere with your Orders from the Account, assuming that the funds are available for withdrawal (for example, assuming that any periods for holds on deposits of checks have passed). These allocations and transfers will not appear on your periodic statement – your statement will be at the Account level. The combined balances of the sub-accounts constitute the balance in the Account for determining whether monthly maintenance fees apply. Any applicable service charges and fees will continue to apply to and be determined at the Account level. There are no separate balance requirements, service charges, or fees for the sub-accounts.

For interest checking accounts (Interest Checking, etc.), the interest rate for your Account applies to the combined balances of both sub-accounts and a single interest rate and balance will appear on your periodic statement for the Account.

## **2. Interest Bearing Commercial Accounts**

**a. Eligibility** – Interest-bearing checking accounts may be opened by: (1) not-for-profit organizations operated primarily for religious, philanthropic, charitable, educational, political, or other similar purposes; (2) officers or employees of federal, state, and local governments for the deposit of public funds; and (3) sole proprietorships; or (4) other businesses as permitted by law.

**b. Withdrawal Limitations** – There is generally no limit on the frequency or amount of withdrawals that you may make. However, pursuant to federal law, we reserve the right to require seven (7) days’ advance notice of withdrawals from certain accounts (e.g. NOW accounts).

## **3. All Savings Accounts**

**Withdrawal Limitations** – There is no limit on the frequency or amount of withdrawals or transfers that you may make either in person or by mail, messenger, telephone, or automated teller machine, but each such withdrawal or transfer must be made using only those forms and Credentials provided or approved by us for your particular type of Account. Additionally, there is generally no limitation on transfers for the purpose of repaying loans and associated expenses where the loan has been made to you by us or is serviced by us.

You may make up to six pre-authorized or automatic transfers of funds from your Account per monthly statement cycle, or per calendar month if you receive a quarterly statement, to another of your Accounts with us or to a third party. Such transfers include those made by (subject to availability) negotiable order of withdrawal, check, draft, or similar order, or through Electronic Banking Services. In addition, and notwithstanding any other provision, any check usage will be counted towards these limits, even if you make a check payable to cash/yourself or to us as a loan payment or you present a check for handling in person at the community office. Pre-authorized or automatic transfers include (subject to availability): transfers made at a predetermined time or by telephone from this Account to any of your other Accounts with us; and transfers to a third party at a predetermined time or by telephone. The date the check, order or other transfer clears your Account (rather than the date written on the check, order, or other transfer) will determine whether you have exceeded these limits during any monthly statement cycle or calendar month as applicable. We have no duty to honor withdrawals or transfers beyond the applicable limits. For any withdrawal, we may assess excess activity fees or per check charges as described in the Fee Schedule. IF YOU EXCEED THESE LIMITATIONS ON MORE THAN AN OCCASIONAL BASIS AS DETERMINED AT OUR DISCRETION, YOUR ACCOUNT WILL BE CLOSED OR THE FUNDS WILL BE TRANSFERRED, AT OUR DISCRETION, TO A NON INTEREST-BEARING CHECKING ACCOUNT OR AN INTEREST-BEARING CHECKING ACCOUNT.

Notwithstanding any other provision, pursuant to federal law, we reserve the right to require 7 days' advance notice of withdrawals from your Account although we have never exercised this right previously and would generally do so for all interest-bearing checking and savings accounts.

#### **4. All Certificates of Deposit**

Some of the provisions of your Certificate of Deposit depend on the term of your Account (for example, 3 months, 1 year, etc.) and whether you have a fixed rate Certificate of Deposit, a Bump Rate Certificate of Deposit or an 18 Month Investor Certificate of Deposit, etc.. This information is set forth in the Certificate of Deposit Receipt you received at account opening.

**a. Renewal** – At maturity your Account will automatically renew for the same term from the initial and each succeeding maturity date at the interest rate then being offered by us for your type of Account, unless: (1) you withdraw your funds at maturity or have instructed us as to their disposition; (2) your Account balance at maturity or during the Grace Period (defined below) is less than the required minimum balance then in effect to open your type of Account; (3) your Account has a special promotion term that may renew with a different term; or (4) we close your Account. If the term of your Account is more than 30 days, you have 10 calendar days after the maturity date to withdraw funds without penalty. If the term of your Account is 30 days or less, you have 1 business day after the maturity date to withdraw funds without penalty. This 10 day or 1 day period, as applicable, is called the “Grace Period.” At maturity or during the Grace Period, if you close your Account or withdraw part of the funds, you will not earn interest on the withdrawn funds after the maturity date. Any renewal will be subject to the terms and conditions in effect at the time of renewal. A penalty also will not be imposed for withdrawals made for any reason during the Grace Period. In addition to the renewal provisions above: if your Account is a Step Rate Certificate of Deposit, after the initial term it will renew as a regular, fixed rate Certificate of Deposit and not as a Step Rate Certificate of Deposit; if your Account has a special term, it will renew to the terms as indicated on your Certificate of Deposit Receipt after the initial term.

**b. Early Withdrawal Penalties** – Except as provided above for withdrawals during any Grace Period and as further provided below, a penalty will be imposed each time you withdraw all or any part of the funds in your Account before the then applicable maturity date for your Account. In each case, your ability to make a withdrawal at all is subject to the withdrawal limitations stated below. If you are permitted to make a withdrawal, the penalty may result in a loss of principal. The amount of the penalty depends on the term of your Account:

All Accounts with a term of 12 months or less: A penalty equal to 90 days interest on the amount withdrawn (computed at the interest rate then being paid on the Account) will be imposed. All Accounts with a term of 13 to 35 months: A penalty equal to 180 days interest on the amount withdrawn (computed at the interest rate then being paid on the Account) will be imposed. All Accounts with a term of 36 months or more: A penalty equal to 360 days interest on the amount withdrawn (computed at the interest rate then being paid on the Account) will be imposed.

Federal Regulation requires that seven days simple interest be charged on the amount withdrawn within the first six days of deposit. Seven days simple interest must also be charged on a withdrawal made within six days of an earlier partial withdrawal or an additional deposit to an account.

**c. General Exceptions to the Early Withdrawal Penalties** – (1) You may at any time withdraw the interest credited to a CD within its current term without being assessed an early withdrawal penalty. (2) A penalty also will not be imposed for withdrawals made for any reason during the Grace Period.

**d. Withdrawal Limitations** – Withdrawals from your Account are subject to the penalties and the allowances during any Grace Period as stated above. Any partial withdrawal (subject to the penalties stated above) may be made only as long as the remaining funds are at least equal to any then-required minimum balance to open your type of Account. Otherwise, all funds must be withdrawn and your Account will be closed. A penalty-free withdrawal for any reason is prohibited from a Certificate of Deposit within 6 calendar days of any deposit (including the opening deposit) or any penalty-free withdrawal.

**e. Deposit Limitations** – Except in the case of 18 Month Investor Certificates of Deposit, deposits are permitted only during the Grace Period. For 18 Month Investor Certificates of Deposit, you may make deposits at any time and for any amount.

**f. Special Rules for Bump Rate Certificates of Deposit (when available)** – You may request once in the initial term to change the interest rate and corresponding Annual Percentage Yield to the interest rate and corresponding APY on a similar term standard certificate of deposit (as stated in your Bump-Up Certificate of Deposit Receipt) then being offered by us in our sole discretion, on the day your request is received by us. Unless you are receiving interest payments by check, the change will be effective by the next business day after we receive your request. If you are receiving interest payments by check and your request is received within two calendar days prior to an interest payment, the change will be effective by the next business day after the interest payment is due. The new interest rate will be paid until the maturity date of the initial term, if there is more than one owner of the account, either owner may request the change, but only the first request received to us will be honored.

**g. Beneficial Ownership** – We will request information about the beneficial owners of your Organization and ask that you complete a *Certification of Beneficial Ownership* form. During the term of your Account, you will notify us of any changes in the beneficial owners of your Organization and complete a new form for such changes.

## H. Funds Availability Disclosure and Agreement

This Disclosure and Agreement applies to all checking and interest-bearing checking accounts.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and

## Federal holidays.

In general, if you make a deposit at any community office, ATM location or through Mobile Banking before our cutoff time 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 the cutoff time, or on a day when we are not open or that is not a business day, we will consider that the deposit was made on the next business day we are open. The cutoff time for ATMs, Community Offices and Mobile Deposits is 7:00 P.M.

Once funds from your deposit are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written and other withdrawals you have authorized. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Note: Collection of checks drawn on foreign financial institutions – the above stated availability does not apply as the availability will depend on the timeliness of the foreign financial institution.

## Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail the notice by the next business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. If you do not receive a notice from us and the check(s) you deposited is/are paid, we will refund to you any fee for any overdrafts or returned checks that result solely from the additional delay we are imposing. To obtain a refund of such fees you may contact us at 17801 Georgia Avenue, Olney, MD 20832, or call us at 800.399.5919.

The funds will generally be available no later than the seventh business day after the day of your deposit.

## Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the

day of your deposit if the deposit meets certain conditions. (For example, the checks must be payable to you.) The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits may be available on the fifth business day after the day of your deposit.

## **I. Errors or Questions About Your Services or Transactions**

If you have questions about your Services or Transactions or in case of errors or questions about your Transactions, please contact us as follows:

Telephone our Client Service Center at 800-399-5919 between  
8:00 A.M. and 7:00 P.M. Business Days  
8:00 A.M. and 1:00 P.M. Saturdays  
or write us at: Sandy Spring Bank  
Attn: Client Service Center  
17801 Georgia Avenue, Olney, Maryland 20832

You can also send us a message electronically via Contact Us in the Online Banking Service. Generally, electronic messages sent and received via Contact Us are secure, assuming you have logged on to the Online Banking Service correctly and your Internet browser shows that a secured connection has been established.

Communications sent over the public Internet are not always secure. Accordingly, we strongly suggest that you do not send confidential information concerning Transactions, the Services, or your Accounts unless using the electronic messaging option provided in the Contact Us screen of the Online Banking Service. You agree that we may respond to any electronic message that you send to us via Customer Support or Internet e-mail and that we may include your confidential information in our response. However, we reserve the right not to respond to questions that you send via Internet e-mail and, instead, to respond to you in another manner.

In all cases, when contacting us in the case of errors or questions about your Transactions, be sure to include the following:

- (a) Your name and Account number.
- (b) Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.

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

## **J. Substitute Checks and Your Rights**

### **IMPORTANT INFORMATION ABOUT YOUR PERSONAL DEPOSIT ACCOUNT**

#### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

All of the checks that you receive back from Sandy Spring Bank will be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. If your account is an interest-bearing account, you also are entitled to interest on the amount of your refund. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 301-774-6400 or 800-399-5919 and press 2, via email at [info@sandyspringbank.com](mailto:info@sandyspringbank.com) or visit one of our community offices. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. We may ask that this claim be submitted to us in writing. In such cases, we will compute the time period allowed for investigation and resolution of your claim from the date we receive your claim in writing.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the check number, the name of the person to whom you wrote the check, and the amount of the check to help us identify the substitute check.



# ELECTRONIC BANKING AGREEMENT - Commercial

This Electronic Banking Agreement (“Agreement”) contains important information about the Electronic Banking Services Sandy Spring Bank offers. Please read it carefully and retain it for future reference. The terms “you” and “your” refer to all holders and Authorized Users of any Account that may be accessed through Electronic Banking Services. The terms “we,” “us,” “our,” “Sandy Spring” and “Bank” refer to Sandy Spring Bank. By signing an application and/or by using Electronic Banking services, you agree to the following terms and conditions. Continued use of any and all services is contingent on your Account(s) remaining in good standing with the Bank and the other conditions stated in this Agreement.

**DEFINITIONS:** Throughout this Agreement, the following words have the meanings indicated below.

“**Account**” means your checking, savings, loans, and/or certificate of deposit account(s), whether one or more than one, that may be accessed by one or more Services according to your request.

“**ACH**” means Automated Clearing House, which is the system that enables participating financial institutions to process electronic debits and credits.

“**Agreement**” means this Agreement and our Commercial Deposit Account Agreement, which is incorporated by reference.

“**ATM**” means an automated teller machine either operated by the Bank or that is part of a network that accepts the Card, including, but not limited to, the Allpoint®, PLUS®, and NYCE® networks.

“**Bill Payment Account**” means the Account that you have designated for use in our Bill Payment Service.

“**Bill Payment Service**” means the Bill Payment Service offered by Sandy Spring Bank, through our Bill Pay Service Provider.

“**Bill Pay Service Provider**” refers to the contractor, sub-contractor or provider of our Bill Payment Service.

“**Business Day(s)**” means Monday through Friday, excluding Federal holidays.

“**Business Client**” refers to anyone other than a consumer who owns an eligible account with respect to which the Service is requested primarily for business purposes.

“**Business Day Cut-off**” refers to the cut-off time for posting purposes. The cut-off time for transfers is based on our Business Days and the Eastern Time Zone. For posting purposes, we will process all transfers completed by 8:59 P.M. on that Business Day. Transactions completed after 8:59 P.M. will be processed on the following Business Day.

“**Card**” means the access device issued to you by the Bank that permits you to use ATMs, POS Terminals and merchants who accept such cards to conduct Transactions.

“**Debit Card Purchase(s)**” means the use of a Bank debit card to purchase goods or services from a merchant, or to obtain cash from a financial institution, which processed the transaction as a purchase transaction and did not require the use of a PIN.

“**Electronic Banking Service(s)**” or “**Services**” means all of the electronic banking services described in this Agreement, including Bank debit Cards, electronic direct deposits and debits, e-biz and telephone and mobile banking.

“**Electronic Banking System**” means the components that permit you to make or initiate Transactions through the various Services including, but not limited to, ATMs, POS Terminals, telephone lines and equipment, and the automated clearing house network.

“**Electronified Check**” means a check that has been used as a source of information to enable a one-time payment from your Account in the form of an ACH debit. The check itself is not a method of payment. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) pay for purchases or (ii) pay bills. Checks that are returned for not-sufficient funds that are re-deposited electronically are not considered to be Electronified Checks and are not covered under this agreement.

“**New Account**” (for the purposes of error resolution) means an account that has been established for 30

calendar days or less. An account is not considered a new account if any Client on the account has had, within 30 calendar days before the account is established, another account at the Bank for at least 30 calendar days.

“**Originator**” means an individual, corporation or other entity that initiates pre-authorized debit or credit Transactions through the Automated Clearing House Association (ACH).

“**PIN**” means the personal identification number, or personal security code, whether one or more than one that you choose or was assigned to you by the Bank that allows you to access one or more Services.

“**POS Terminal**” means an electronic point-of-sale terminal that is part of a network that accepts the Card to pay for purchases from your Primary Checking Account or processes electronic checks.

“**Primary Account**” means the Account, whether one or more than one, that you have designated as your Primary Account(s) for certain Services as described below.

“**Primary Checking Account**” means the checking Account you designated for access to certain Services as described below.

“**Security Devices**” shall have the meaning set forth in Section D of the Commercial Deposit Account Agreement.

“**Site**” means the Internet web site(s) that allow you to access certain Services pursuant to this Agreement.

“**Transaction(s)**” means all electronic funds transactions including but not limited to those performed through ATMs, POS Terminals, electronic direct deposits and debits, telephones, PCs, Electronic Banking Services and other electronic means.

“**Transfers**” mean transfers of funds among your Sandy Spring Accounts.

## A. GENERAL PROVISIONS

**THIS AGREEMENT AND ALL SERVICES PROVIDED IN CONNECTION HERewith ARE SUBJECT TO THE TERMS OF THE COMMERCIAL DEPOSIT ACCOUNT AGREEMENT, WHICH TERMS ARE INCORPORATED BY REFERENCE.** This Agreement supersedes all prior oral or written agreements, understandings or communications regarding the Services. Information concerning fees applicable to Electronic Banking Services is contained in the applicable Fee Schedules, which have been provided to you and are also available in any of our community offices.

**1. Error or Questions About Your Electronic Transactions** – If you have questions about the Services or in case of errors or questions about your Transactions, please contact us as follows:

Telephone our Commercial Business Center at 866-867-1570 between  
8:00 A.M. and 7:00 P.M. Business Days  
8:00 A.M. and 1:00 P.M. Saturdays  
or write us at: Sandy Spring Bank  
Attn: Client Service Center  
17801 Georgia Avenue, Olney, Maryland 20832

You can also send us a message electronically via “Customer Support” in the Electronic Banking System. Generally, electronic messages sent and received via Customer Support are secure, assuming you have logged on to the Electronic Banking System correctly and your Internet browser shows that a secured connection has been established.

Communications sent over the public Internet are not always secure. Accordingly, we strongly suggest that you do not send confidential information concerning Transactions, the Services, or your Accounts unless using the electronic messaging option provided in the Customer Support screen of the Electronic Banking System. You

agree that we may respond to any electronic message that you send to us via Customer Support or Internet e-mail and that we may include your confidential information in our response. However, we reserve the right not to respond to questions that you send via Internet e-mail and, instead, to respond to you in another manner.

In all cases, when contacting us in the case of errors or questions about your Transactions, be sure to include the following:

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

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

**2. Review of Periodic Statements; Receipts and Confirmation** – You agree that we will not notify you of any Transaction, except in periodic statements we provide you. Upon receipt of any periodic statement, you agree to review it and report to us promptly, and in no event later than 30 days after the statement date, any discrepancies, errors or unauthorized Transactions. You will get a monthly statement for any Account that has a Transaction that month. Regardless of Account activity, you will get a statement at least quarterly. Further information on receipts or confirmation that may be available is discussed later in this Agreement for the particular Service at issue.

**3. Transfers** – All Transfers will be “provisionally credited” (made available for withdrawal pending system posting) to your Account upon completion of your Transaction. Transfers will be provisionally credited to your Account by the opening of business on the “effective date” or the next Business Day if the effective date is a non-Business Day. Typically, Transfers will be made available by 9:00 A.M. on Business Days. The cutoff time for Transfers may differ depending on the particular Service. Contact our Commercial Business Center at 866-867-1570 for applicable cutoff times.

**4. Availability of the Services, Posting of Transactions and Time of Day** – Generally, you can use the Services to access your Account(s) 24 hours a day, 7 days a week. However, it is necessary to suspend access to the Services on a regular basis to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night. At our discretion, we can extend the periods or times when the Services are unavailable to do more extensive maintenance or upgrades or to resolve system problems.

All times of day indicated in this Agreement and on the Site refer to Eastern Time unless otherwise noted. The daily cutoff time for a particular type of Transaction may vary. Contact our Commercial Business Center at 866-867-1570. We can change these cutoff times in our sole discretion and without prior notice.

**5. Charging Your Account; Available Balances to Make Transactions** – You authorize us to charge the Account you designate for each Transaction you request and you agree to have sufficient available funds in the Account for this purpose. Refer to the Commercial Deposit Account Agreement for further information on the posting of Transactions for specific types of Services. If any Transaction you request exceeds the balance of available collected funds in the Account either at the time you request the Transaction or at any later time that your Account is scheduled to be debited, we need not make such Transaction and shall incur no liability to you for such inaction. If we, in our discretion, elect to make such Transaction, then an overdraft shall be created. The amount of the overdraft, and any related fees, costs and expenses shall be due and payable by you immediately, without the need for demand by us and we may debit any other Account you have with us for

this amount. You will be charged a fee for the overdraft as provided in the Fee Schedule. To secure any such overdraft, you hereby grant us a security interest in all of your assets in our possession or held by us for your Account. Such security interest shall attach upon the creation of any such overdraft.

**6. Liability for Incomplete Transactions** – If we do not complete a Transaction to or from your Account on time or in the correct amount according to this Agreement, our potential liability to you is set forth in Section 7. However, there are some exceptions to our liability in all cases. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money (available funds) in your Account to make the Transaction.
- If you are unable to transmit your instruction to us to conduct a Transaction.
- If you transmitted a Transaction but did not receive a confirmation.
- If the Transaction would go over the credit limit on your overdraft line.
- If the ATM where you are making the Transaction does not have enough cash.
- If the Electronic Banking System was not working properly and you knew about the breakdown when you started the Transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.
- If you have not properly followed instructions for operation of the Electronic Banking System.
- If the funds in your Account are subject to a “hold” due to legal process, similar encumbrance or as otherwise permitted in this Agreement.
- If the Transaction would exceed one of the established limits contained in the Agreement.
- If we did not receive a direct deposit instruction.
- If the Account is dormant.
- If your own components making up the Electronic Banking System were not functioning properly.
- If you did not provide us with correct names or Account information for those persons or entities to whom you wish to direct payment.
- If the recipient mishandled or delayed a payment sent by us.
- If we have received incomplete or inaccurate information from you or a third party involving the Account or Transaction.
- If we have a reasonable basis for believing that unauthorized use of your PIN or Account has occurred or may occur.
- If you or we have terminated this Agreement or closed the Account.
- If you set up approvers and those individuals are unavailable to approve the Transaction.

**7. Limitation of Liability for Electronic Banking Services** – In addition to the other limitations of liability stated elsewhere in this Agreement or the Commercial Deposit Account Agreement, **WE PROVIDE THE SITE, SERVICES AND RELATED DOCUMENTATION “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Except as expressly provided in this Agreement or as provided by applicable law, you agree that Sandy Spring, its parent, subsidiaries, affiliates, employees, agents and third party service providers we retain to perform any functions for us in connection with the Services shall not be liable for any direct, indirect, consequential, special or other damages, loss, property damage or bodily injury incurred by your use or attempted use of the Services or due to the unavailability of the Services or due to errors in information provided through the Services, no matter how caused. To the extent not prohibited by law, you waive any statutory right you may have to recover any attorneys’ fees from us. You will defend, indemnify and hold us harmless from and against any and all claims, demands, costs, expenses (including attorneys’ fees), loss or damage arising out of our acting or refusing to act in accordance with this Agreement.

All Transactions made with your Security Devices are conclusively presumed to have been authorized by you. **We shall have no liability to you for any Transaction you believe was unauthorized when such Transaction was made using your Security Devices and at a time that is before you have notified us of possible unauthorized use of the Security Devices and we have had a reasonable opportunity to act on that notice.**

Notwithstanding any other provision in this Agreement, we have no liability for failing to complete a Transaction to or from your Account in time or in the correct amount under any circumstances listed in Section A.6 above. In other cases, if we fail or delay in making a Transaction pursuant to your instructions, or if we make a Transaction in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the Transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or the intended recipient of the Transaction, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a Transaction in an amount which exceeds the amount in your instructions, or if we permit an unauthorized Transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Transaction to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit Accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 10 days from the date of the first periodic statement reflecting the discrepancy.

**Unless otherwise required by law, in no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.**

You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing these Services to you, including any reasonable legal fees we have in this regard.

**8. Changes in Terms / Other Notices** – We reserve the right to amend the terms and conditions and add new terms and conditions applicable to your use of any Service. Unless applicable law requires otherwise, all such amendments will be binding upon you immediately after we give you notice. Such notice may be given at our discretion by mail, by electronic communication or by revising the terms and conditions in this Agreement and making it available on our website or in our community offices. We will also mail you the most recent version of this Agreement upon your written request.

You agree that we may send communications and confidential mailings, including mailings concerning Security Devices, to your address as shown in our records or to you via secure electronic communications, in our sole discretion.

Any notice that is mailed is considered given 48 hours after we place it in the mail, postage-paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first made available through Electronic Banking Services. If a specific notice period or type of notice is required by applicable law, the revised terms will be binding in accordance with such law.

Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, Services, and/or related

material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, Services, and/or related material and limit access to only the Service's most recent revisions and updates. We may have occasion to offer new services and/or to incorporate new options into existing Services. By using such new services and options, you agree to be bound by the rules concerning those services and options, which will be mailed to you or disclosed through the Site, as appropriate.

## **B. BANK DEBIT CARD USE, ATM SERVICES AND POINT-OF-SALE ("POS") SERVICES**

The following sets forth the terms and conditions governing your use of Cards, ATM Services and POS Services. You must have a valid Bank debit card or ATM Card and PIN (when required) to transact business at ATMs and POS Terminals.

**1. Sharing of Information** – You understand and agree that by using your Card to make Transactions we may share information including, but not limited to, your Card account number and your Transactions with third parties for the purpose of facilitating the processing of your Transactions and providing you with various services including merchant discounts, rebates and other offers. You have the right to opt out of any merchant discount or rebate program. To do so, you should contact our Commercial Business Center at 866-867-1570. Specific terms and conditions regarding any merchant discount or rebate program may be found at our website, [www.sandyspringbank.com](http://www.sandyspringbank.com).

**2. Lost or Stolen Bank Debit Cards** – To report a lost or stolen Bank debit card, call our Client Service Center at 800-399-5919 and press 2 between 8:00 A.M. and 7:00 P.M. Business Days and 8:00 A.M. and 1:00 P.M. on Saturdays. Outside of these hours and on banking holidays, call our BankCard Department at 800-236-2442 and press 1.

**3. Use of the Card and PIN; Cancellation** – The use of the Card and PIN is restricted to the individual or business entity to which the Card has been issued. We are not responsible for any monetary loss if you have allowed someone else to use your Card or PIN, even if their use exceeded your instructions. Transactions at an ATM or POS Terminal by the use of the Card and your PIN (if required) shall be deemed to be Transactions made or authorized by you, except as otherwise provided by law.

The Card is our property. We may, without liability or advance notice, revoke or limit all Cards issued under this Agreement. Upon demand, you will surrender the Card promptly to us. You also agree not to keep your PIN with your Card or write your PIN on your Card, the Card carrier or any paper you will carry with the Card. A Card with the PIN written on it will be confiscated and privileges may be revoked. You acknowledge that we have the right to cause an ATM to retain your Card at any time without notice to you. You shall have the right to cancel ATM Service or use of your Card for any and all Accounts at any time upon written notice to us of the cancellation. Your cancellation of ATM Service or your Card may act as a cancellation for any joint owners on your Account(s) who have been issued their own Cards. Any termination will not affect liability incurred by you prior to termination.

**4. Transaction Business Days** – Transactions made after 3:00 P.M. on a business day, or Saturdays, Sundays and Federal holidays will be posted the next Business Day. Deposited funds may not be available for immediate withdrawal. See the Funds Availability section of our Commercial Deposit Account Agreement for further details.

**5. Types of Transactions** – You may use your Card and PIN at any Sandy Spring ATM to:

- Make deposits into your Account(s) (only at ATMs located at a Sandy Spring community office).
- Withdraw cash from your Account(s).
- Transfer funds between your Account(s).
- Determine the available balance in your Account(s).
- Perform any additional options available at the ATM you are using.

You may use your Card and PIN at any non-Sandy Spring ATM that is part of a network that accepts the Card to perform the following:

- Withdraw cash from your Primary Account(s).
- Transfer funds between your Primary Account(s).
- Determine the available balance in your Primary Account(s).

**6. Bank Debit Card Purchases at POS Terminals** – Purchase of goods and services can be made with your Card and PIN at any POS terminal that is part of a network that accepts the Card. Payment for these purchases will be withdrawn from your Primary Checking Account. As part of the purchase, you may be able to get cash back depending on the policies of the merchant of the goods or services.

**7. Bank Debit Card Use to Make Purchases** – In addition to using your Card at ATMs and POS terminals, your Bank Debit Card will be accepted at any participating merchant location. You can use your Card and your signature to make Bank Debit Card Purchases at participating merchant locations just as you would with a credit card. You understand that using your Card is another way of accessing your Primary Checking Account and each use will result in a debit against your Primary Checking Account. You authorize us to debit or credit, as applicable, your Primary Checking Account for the total amount of any purchase, authorization request, cash withdrawal or credit voucher originated by use of the Card. Any international purchases or ATM withdrawals will be withdrawn from the Account in U.S. dollars. The exchange rate between the Transaction Currency and the Billing Currency is a wholesale market rate or the government-mandated rate in effect one day prior to the Central Processing Date, and increased by one percent, plus or minus an additional percentage that the Bank determines. You agree that you will not use the Card for any illegal transactions, (e.g., internet gambling, including but not limited to sports betting and casino gambling). You understand that per federal regulations, your Card will be denied for any purchase in specified foreign countries with which U.S. companies and individuals are prohibited from participating in financial and other transactions. This list includes, but may not be limited to: Iran, Iraq, Libya, Sudan, or Cuba.

**8. Limitations on Dollar Amount of Transactions with Your Card per Daily Processing Cycle**

Type of Card	ATM Withdrawal	POS Purchase (PIN)	Bank Debit Card Purchase (signature)	Cash Advance
Business Debit Card	\$300	\$500	\$5,000	Not available

**Note:** Requests for Cards, the types of transactions allowed, and lower transaction limits can be established by an authorized signer of the business checking account for employees who are non-signers on the related business checking account.

**9. Fees** – You agree to pay any service charge applicable to your use of your Card. Charges are subject to change at any time. A current list of charges can be found in our Fee Schedule or other agreements for particular types of transaction services. You also agree to pay the usual service charges imposed on your Account,

including any fees for failing to maintain the specified minimum balance. Depending on the type of Account, you may be charged for each withdrawal, transfer and balance inquiry at any ATM not bearing the Sandy Spring name or for any purchase at a POS terminal. You may also be charged an access fee (sometimes called a “surcharge”) for the convenience of performing cash withdrawals at any ATM not bearing the Sandy Spring Bank name. These fees are charged by the third party that owns and operates the ATM and are beyond our control. These fees are in addition to any fee we charge to perform withdrawals at non-Sandy Spring ATMs. For a current list of Sandy Spring ATM locations, refer to our web site at [www.sandyspringbank.com](http://www.sandyspringbank.com). If you do not have sufficient funds in your Account on the date a fee or charge is due, you authorize us to charge the amount to any other Account you have with us.

**10. No Stop Payment Rights; Receipts; Statements** – You do not have the right to stop payment on any Transactions originated by use of your Card. You have the option to receive a printed record after each successful ATM Transaction. When you use your Card to perform Purchases or Transactions at POS Terminals, your copy of the sales slip will be your receipt. You agree that we do not need to return record of a sales draft or cash withdrawal slip originated by the use of your Card with the periodic Account statements we send you. Transactions will be reflected on your monthly Account statements.

**11. ATM and Night Depository Security** – Here are some important security tips to remember pertaining to your Card and PIN and when conducting ATM or Night Depository transactions. You should keep your Card secure. Also:

- Treat your Card like cash. Keep your Card in a safe place so it cannot be lost or stolen.
- Memorize your PIN. Never write it on your Card or store it with your Card.
- Check your Card receipts against your periodic statement to guard against fraud.
- Report lost or stolen Cards at once. Even though your Card cannot be used without your PIN at an ATM, it is important to contact us as soon as you discover your Card is missing. If you do so, you will be issued a new Card.

Remember that your Card can be used to make Purchases without your PIN.

When using ATMs or Night Depositories you should:

- Be aware of your surroundings, particularly during the hours of darkness.
- Be accompanied by another person during the hours of darkness.
- Refrain from displaying cash, place cash in a pocket as soon as the transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- Use another location or return at a later time if anything suspicious is noticed.
- Cancel a transaction, place the access device in a pocket and leave if anything suspicious is noticed.
- Immediately report all crimes to us or the operator of the location and to local law enforcement officials.

## **C. DIRECT DEPOSIT AND DIRECT DEBIT SERVICE**

We support direct deposits and direct debits into any of your Accounts. Further, we support non-recurring or one-time withdrawals directly from your Account, known as Electronified Checks. See Section G.3 of the Commercial Deposit Account Agreement for limitations on direct debits from savings and money market Accounts. If a non-sufficient funds check is being returned through the ACH system as an electronified check, the transaction is not covered under the terms of this Agreement; however fees debited from your Account for not-sufficient or uncollected funds are covered.

**1. Confirmation of Deposits** – If you have arranged to have direct deposits made to your Account at least



once every 60 days from the same person or company, you may or may not receive proof of the deposit from the person or company making the deposit. If such person or company normally gives you notice of deposits, you will not receive any other notice from us. If the person or company does not give such notice, you can call our Commercial Business Center at 866-867-1570 or check on your periodic Account statement under “ACH Credit” to find out whether or not the deposit was made. You may also use telephone banking by calling 301-774-8400, or Electronic Banking Services to access the information electronically.

**2. Notice of Varying Amounts** – If regular direct debits 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.)

## **D. TELEPHONE BANKING**

This Section contains terms, conditions and disclosures that are applicable to our telephone-based Service. This Service gives you access to your Account(s) 24 hours a day, 7 days a week. The PIN assigned to you or selected by you for this Service must be used to obtain access to your Account(s). You can use this Service to check the balance in your Account(s), transfer funds, review transaction and/or statement information, and obtain information on other Sandy Spring products/services.

**1. Available Services** – you may access your Account through our telephone-based Service to:

- Obtain balance information;
- Review recent transaction information;
- Transfer funds between your Accounts;
- Request information and apply for other Sandy Spring products/services;

**2. Equipment and Technical Requirements** – To perform Transactions you must have the telephonic or other electronic equipment necessary for the Service at issue, such as a touch tone telephone. It is your responsibility to acquire the equipment. You are responsible for any and all telephone access fees that may be assessed by your telephone service provider.

**3. Service Termination, Cancellation or Suspension** – You may terminate your use of this Service by giving us 3 Business Days advanced notice via a written request submitted by mail, at a community office, or by calling our Commercial Business Center at 866-867-1570. Your termination of this Service will also act as termination for any other Account owners or authorized users.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or in part without prior notice due to insufficient funds in one of your Accounts or other circumstances that may create an unanticipated liability to us. If your Account(s) is closed or restricted for any reason your access may automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Commercial Business Center at 866-867-1570.

**4. Exclusions of Warranties and Limitation of Damages** – The Service and related documentation are provided “As Is,” “As Available,” without warranty of any kind, either expressed or implied, including, but not limited

to, the implied warranties of merchantability and fitness for a particular purpose.

Notwithstanding our efforts to ensure that the Service is secure, we cannot and do not warrant that all data transfers via the Service will be free from monitoring or access by others.

The foregoing shall constitute Sandy Spring and its Service Provider's entire liability and your exclusive remedy. In no event shall Sandy Spring or its Service Providers be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits or attorney's fees (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or your use of the Service.

## **E. ADDITIONAL TERMS AND CONDITIONS**

This Section contains additional terms, agreements and disclosures for Accounts outside of the scope of the federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E (e.g., commercial or business Accounts that are established primarily for purposes other than personal, family or household use or any Account held by entities, not natural persons). Some services may not be available to certain types of such Accounts.

**1. Responsibility and Liability for Transactions** – You are solely responsible for the security of your PIN and all uses of your Card. All Transactions made with your PIN and/or Card are conclusively presumed to have been authorized by you. **We shall have no liability to you for any unauthorized Transaction made using your PIN and/or Card that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** See also Section A.7.

**Unless otherwise required by law, in no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.**

You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing these Services to you, including any reasonable legal fees we have in this regard.

**2. Financial Information** – You agree from time to time, upon our request, to provide us with current financial information about yourself or your company. We may terminate your Services if you fail to provide such information or if you no longer qualify for Services based on our review of the information you supply.

**3. Authentication** – We reserve the right, in our sole discretion, to authenticate any request for a Service prior to effecting the same. We are entitled to rely on any communication, instrument, document, telephonic or computer instruction believed by us in good faith to be genuine and correct and to have been given, signed or sent by anyone on your behalf. We shall not be liable to you for the consequences of such reliance. You agree that these procedures are commercially reasonable, are designed solely to authenticate the use of the Services and are not used to detect errors in the transmission or content of any instruction.

**4. Zero Liability and Provisional Credit Policy** – Bank's Zero Liability Policy has been devised to provide you with protection against unauthorized Card Transactions processed through the Card's applicable network, including Internet and telephone purchases. If you suspect that your Card or Card number has been lost or stolen, you may not be responsible for any unauthorized purchases if you report the theft promptly.

- Upon notification from you of unauthorized Card Transactions, Sandy Spring Bank will limit your liability for those transactions to zero. Sandy Spring Bank requires such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Card Transactions. In evaluating your claim, Sandy Spring Bank will consider whether negligence on your part has contributed to the Transactions in question. Sandy Spring Bank may increase this limit if, based on substantial evidence, it is reasonably determined that you were negligent or fraudulent in the handling of the Card or Account.
- Sandy Spring Bank will provide you with provisional credit for unauthorized Card Transactions within 5 business days from receipt of notification. Additionally, Sandy Spring Bank may ask for written confirmation of the unauthorized Card Transactions before providing provisional credit. If Sandy Spring Bank asks for and does not receive such written confirmation by the time we would otherwise provide you with provisional credit, Sandy Spring Bank may not credit your Account.

Sandy Spring Bank defines an “unauthorized Transaction” to exclude both of the following:

- Any Transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the Account.
- Any Transaction by a cardholder that exceeds the authority given by the Card Account owner.

## **F. ebiz® ONLINE BANKING SERVICES**

You can use Sandy Spring’s ebiz Online Banking Services (“ebiz” or “Online Banking Services”) to conduct a variety of Transactions and Services. This Section F contains terms and conditions which are applicable to all of our Services. Sections 2 through 4 contain additional information applicable to specific types of Services. The provisions of this Section are limited to the Services or circumstances specified and are not intended to alter or modify other terms or conditions governing your Accounts, including, without limitation overdraft protection services. This ebiz Section supersedes all prior oral or written agreements, understandings or communications regarding the Online Banking Services.

### **1. General E-Biz Provisions**

#### **a. Application and Passwords**

**(i) In General** – To apply for one or more of the Services, you must complete an application and the person completing the application must be an authorized signer for all Accounts being registered. Later on, if you want to add other Accounts, you can send us a request via the “Customer Support” screen on the Site or contact our Commercial Business Center at 866.867.1570. Upon approval of your application, we will send you confirmation packages that include, as applicable, your Security Devices for the various Services.

**(ii) Password for Online Banking Services** – Upon first use of the Online Banking Services with the Password specified in your Confirmation Package, you must select a new Password. This Password (“Administrative Password”) grants administrative privileges for all of the Online Banking Services that you are registered for and also allows you to designate other users and assign separate Passwords to them for access to those Accounts and Online Banking Services that you designate. If you forget the Administrative Password or need to have it changed, contact our Commercial Business Center at 866-867-1570.

**b. Designation of Accounts and Request for Services** – You request that each of your Accounts designated as part of the application process be made available for access through the appropriate Services you specified as part of the application process. Furthermore, you request us to include those Accounts and Services that you designate in the future through a method acceptable to us. You represent and warrant that you are authorized to make all such requests and to have such Accounts and Services included.

Transactions made using the Services are subject to all limitations of all separate agreements that govern your Account. Notwithstanding the terms of any of your existing or future agreements with us or other financial institutions, or any resolutions adopted by you now or hereinafter in connection with such agreements, which agreements or resolutions may require the instructions of one or more named individuals to access funds in your Accounts, any person granted access to the Services may authorize us to make transfers to and from your Accounts on your behalf.

**c. Equipment and Technical Requirements** – To perform Transactions, you must have the electronic equipment necessary for the Service at issue, such as a computer or device with Internet access. It is your responsibility to acquire the equipment, software and Internet service necessary to access the Services. The browser you use for Internet access must meet the level of security standards that we require from time to time.

**(i) Virus Protection, Spyware & Key Logging** – It is your responsibility to routinely scan your computer and related memory Credentials using reliable virus detection and spyware products. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. It is your responsibility to take steps to secure your computer and also scan it regularly for spyware and key logging software, which records the sequence of keystrokes used when accessing various sites, then transmits those keystrokes to an unauthorized third party to access or attempt access to your Account. It is your responsibility to protect your computer against this type of software. You agree that we are not responsible in any respect for any viruses or unauthorized programs you may encounter using or accessing the Services and we may suspend your Services until your computer or device is free from all viruses.

**(ii) Firewalls** – It is your responsibility to utilize a firewall (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

**d. Security Procedures** – See Section D of the Commercial Deposit Account Agreement.

**e. Fees** – The fees for use of the Services and for performing Transactions are disclosed in our Fee Schedule and may include a monthly service fee for certain Services and per occurrence fees for certain types of Transactions. For the Online Banking Services, both monthly service fees and per occurrence Transactions fees will be automatically deducted from the checking Account you designated on your ebiz application. Other fees may apply to your Account. Refer to the Fee Schedule for further information or contact our Commercial Business Center at 866-867-1570. If you do not have sufficient funds in your Account on the date a fee is due, you authorize us to charge the fee to any other Account you have with us.

**f. Alerts** – You can set up Alerts to be notified of changes to your Account by logging on to ebiz and accessing the Administration section. This is a post-transaction event. Your requested email notifications will be sent as soon as possible after the event occurs which in some cases will be the following Business Day. While we will make every effort to deliver notifications on a timely basis, we are not responsible if system delays or outages prevent us from doing so. We offer this as an additional service, with no guarantees, and suggest that you do not rely on email notifications as your sole method of tracking your Account balance and activity. We cannot be responsible for email notifications that are not delivered to you for reasons beyond our control, such as an in-

valid email address, email message box full, or other email delivery issues. If you or your email service provider utilizes email filters, please follow the recommendations in subsection h below.

**g. Information Displayed in ebiz Alerts** – After setting up an ebiz Alert, you will see Alerts when you log on to ebiz and, if requested, receive an email from ebizalerts@sandyspringbank.com. Please add this email address to your SPAM filter or Contact List so the email arrives. If you no longer wish to receive this Account notification, log in to ebiz and select Customer Support and update your selections under “Alerts.” In addition, email notifications coming from our online service will not include Sandy Spring’s logo or any other graphics or attachments. Please note, email notifications from ebizalerts@sandyspringbank.com will never ask you for any personal information. Please contact us immediately if you receive any email that appears to be from our institution that does not reflect our email address indicated above, includes graphics or attachments, or asks you to enter any personal information. We recommend that you always access our Website using the same web address you normally use, rather than clicking a URL or website address included in any email that you have not specifically requested be sent to you (such as your “Alerts” selections).

**h. Email Filtering Software** – Important Account information communicated through email may be affected by any email filtering software you have installed on your computer and/or filtered by your Internet Service Provider, which may automatically route email notices to a junk mail folder.

**i. Termination** – You may terminate your use of one or more of the Services by giving us three (3) Business Days advance notice. We may terminate your use of these Services, in whole or in part, at any time without prior notice. If there has not been any Online Banking activity for a period of three (3) consecutive months, your accessibility may automatically terminate. We shall have no duty to provide any of these Services after termination, including, but not limited to, any “future” or “recurring” Transactions you previously scheduled. All liabilities created under this Agreement shall survive termination.

## **2. BILL PAYMENT SERVICE**

Through the application process or at a later time, you may request that one of your checking Accounts be available for the Bill Payment Service conducted via the Electronic Banking Services. Upon approval of your request, you can use the Bill Payment Service to pay bills from your Bill Payment Account. Instructions contained on the Site tell you how to set up payees, enter bill payment requests and stop certain types of requests. This Section sets out the additional rules that govern how we effect the bill payments you ask us to make.

**a. Limitations on the Dollar Amount of Transactions** – You may pay bills via the Bill Payment Service in the total amount of \$9,999.99 (or the available balance if less) from your Bill Payment Account per Transaction you process.

**b. Posting of Transactions** – You may initiate bill payments as “Today” transactions or “Future” transactions. Sufficient funds must be available in your Account at the time a transaction is presented to your Account (typically 1-3 Business Days after the effective date). **Upon confirmation by the Bill Payment Service of a Today Transaction you have entered, it cannot be canceled for any reason once your on-line session has ended, whether voluntarily or involuntarily.** Future Transactions may be initiated up to 364 days in advance. These Transactions will take place on the “effective date” you enter, or the next Business Day if the effective date falls on a non-Business Day. Future Transactions may be canceled or modified until approximately 9:00 p.m. of the Business Day prior to the effective date. When you successfully transmit instructions for a Today or Future Transaction, a confirmation will appear; if you do not get a confirmation, your Transaction may not have been successfully received by us and you should exit the Site and log back on to check its status. For each Transaction you successfully transmit, you should record the payee, effective date and payment amount in your

checkbook register or other record.

**c. Designation of Payees and Processing of Payments** – All payments you make will be deducted from the Account you have designated as your Bill Payment Account. You may select up to ninety-nine (99) payees within the continental United States to pay through the Service. Each payee must be included on the list you create through the Service. **You cannot use the Service to pay a federal, state or local government agency or tax unit or other payees we designate from time to time.** You must allow sufficient time for the payee to receive the payment before the applicable payment due date, excluding grace periods. If you do not allow sufficient time for a payment, you assume full responsibility for all late fees, finance charges and any other actions against you initiated by a payee. You should allow at least 6 Business Days for a payee to receive a payment. The Bank is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee based on the circumstances outlined above. Section A.6 lists circumstances under which the Bank will not be liable for losses or damages when Transactions, including bill payments, do not occur. In addition to those circumstances, the Bank is not liable for damages you incur in using the Bill Payment Services:

- If the estimated time for delivery of payment to the payee is inaccurate;
- For delays in mail delivery;
- Due to change of address or Account number with the payee;
- Due to failure of the payee to apply the payment in a timely manner.

If there are not sufficient funds in your Account on the day a payment is scheduled to be made, we may, at our discretion resubmit any Transaction for payment.

### **3. WIRE TRANSFER SERVICES**

Refer to your Wire Transfer Agreement and Certification for terms and conditions.

### **4. AUTOMATED CLEARING HOUSE SERVICE**

Refer to all applicable ACH agreements for terms and conditions.



