



# Customer Agreement

### Welcome to First Citizens Bank Business Online Banking ("BOB Advantage®").

First Citizens Bank is pleased to offer you and your business the many benefits of BOB Advantage. Using your computer and the Internet, you will be able to obtain information about your business accounts, initiate certain account transactions, and take advantage of many of the account services we offer to our business customers.

### Definitions.

In this Agreement, "**Bank**," "**we**," "**our**," and "**us**" refer to First-Citizens Bank & Trust Company, also known as First Citizens Bank. "**You**" and "**your**" refer to your business and any person with actual, apparent or inherent authority to access one or more of your business accounts using BOB Advantage, including the person accepting this Agreement, and any amendments hereto, on behalf of such business.

"**BOB Advantage**" means the online banking services provided by First Citizens Bank to its business customers as further described in this Agreement and within the services. "**Agreement**" means this BOB Advantage Agreement.

"**Account**" and "**accounts**" refer to your accounts with us that may be accessed through BOB Advantage and that are designated by you for access via BOB Advantage. "**Access Codes**" refer to the passwords, tokens, codes, identification numbers, and other security procedures that allow access to your accounts through BOB Advantage and that have been assigned to you or are administered by you and assigned to any User. Access Codes include, but are not limited to, your Customer ID, User ID and User Password. "**Agent**" has the same meaning as used in the First Citizens Bank Deposit Account Agreement. "**Electronic message**" means an electronically transmitted message, which allows the text to be

displayed on equipment in the recipient's possession (such as a personal computer or mobile telephone). An electronic message is considered written notice for purposes of this Agreement. "**User**" is anyone who accesses your Accounts through BOB Advantage by using your Access Codes, including the BOB Administrator. The "**BOB Administrator**" is the User you have designated to be responsible for assigning User IDs and User Passwords, supervising access to BOB Advantage, and serving as our main contact for receipt of information relating to your use of BOB Advantage.

"**Business day**" means any day, Monday through Friday, except bank holidays; for purposes of this Agreement, our business hours are based on Eastern Time. "**Include**," "**includes**," "**including**," and "**such as**" are used to indicate examples and not to limit what is covered.

Other terms may be defined below. The financial services described in this Agreement may not be available in all states or for all customers.

### Our Agreement with You

Your use of BOB Advantage and its related services is governed by this Agreement (including its Exhibits), your application for BOB Advantage, our Deposit Account Agreement, our Disclosure of Products and Fees, and your other agreements with us or rules applicable to the services and transactions you access or direct through BOB Advantage, including ACH, wire transfers, Bill Pay, overdraft protection, positive pay, trust services agreements, and loan agreements, as applicable. You also agree to comply with any instructions we provide you on using BOB Advantage or its related services. These agreements, rules, and instructions apply as they are amended from time to time, and they are

incorporated herein by reference. With respect to BOB Advantage, in the event of any conflict between this Agreement and any other agreement governing your deposit or loan accounts or the services you access through BOB Advantage, this Agreement will control, but only as to the conflicting provision(s).

The clicking of “I Accept” by any User with respect to this Agreement, and any amendments hereto, constitutes acceptance of this Agreement and is your acknowledgment that you have received this Agreement, you have read and understand it, and agree to be bound by it. If you are a User, you acknowledge and understand that you are accepting this Agreement on behalf of your employer and you represent and warrant that: (i) you have full legal authority to bind your employer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of your employer, to be bound by this Agreement.

We reserve the right to amend this Agreement at any time. We will provide you with notice of an amendment as required by law. We may provide notice of an amendment electronically and require acceptance of the amendment as a condition of continued use of BOB Advantage. Acceptance of the amendment by a User and/or your use of BOB Advantage after we amend this Agreement will constitute your acceptance of such changes. You may decline changes by terminating BOB Advantage, in the manner provided in this Agreement, before any changes go into effect.

You agree that your electronic consent/acceptance or entry of information is legally binding on you and enforceable against you and is the legal equivalent of your handwritten signature.

### **System Requirements**

To access and use BOB Advantage, and to retain records in connection with BOB Advantage, your system must meet certain requirements. These requirements, for computers using either Microsoft Windows or Mac operating systems, are subject to change and are published and updated on [firstcitizens.com/meet-first-citizens/customer-service/faqs/internet/](http://firstcitizens.com/meet-first-citizens/customer-service/faqs/internet/)

We recommend that you access BOB Advantage via updated versions of specified internet browsers, which are published and periodically updated on the webpage referenced in the prior paragraph. Access

via non-approved browsers or old versions of approved browsers may be blocked.

Online Banking requires JavaScript. If you browse the Internet with scripting disabled, you will have to turn scripting on when you visit our site. However, scripting can turn on automatically for BOB Advantage if you use your browser's Trusted Sites feature.

### **Access to BOB Advantage and Use of Access Codes**

We will assign you a Username to use the first time you sign on to BOB Advantage. At the time of your first sign-on, you must set up a password and a minimum of one Multi-Factor Authentication (MFA) option. You or your BOB Administrator will subsequently assign a Username to all persons who are authorized to access your Accounts through BOB Advantage. If you forget your Access Codes, please contact Business Support at 1.866.FCB 4BIZ (1.866.322.4249); the Bank may have to re-set your access. **No one at the Bank will contact you requesting your passwords. Do not give your passwords to anyone who is not authorized to transact business in your accounts.** It is your responsibility to remember, and protect the security of your Access Codes and passwords. All actions by Users through BOB Advantage are deemed authorized by you and legally binding on you (even if the User makes transactions you do not want or acts outside of his or her authority).

In connection with your responsibility to remember and to protect the security of your Access Codes, you agree (for yourself and each User):

1. To keep your password secure and confidential;
2. Not to provide or make available your Access Codes to any unauthorized person;
3. To instruct each User about security and confidentiality of Access Codes and about the terms of this Agreement; and
4. To notify us immediately if you believe any Access Code has been compromised.
5. Not to save Access Codes on your computer.
6. To sign off at the end of every session.

Your acceptance of this Agreement by clicking “I Accept” and your use of BOB Advantage is your acknowledgment that the security procedures described in this Agreement and within the BOB Advantage service are commercially reasonable and acceptable to you.

You agree to designate a BOB Administrator who shall be responsible for assigning Usernames ; supervising User access to BOB Advantage; and serving as our main contact for receipt of information relating to your use of BOB Advantage. You may, at your option, allow the BOB Administrator to also perform other administrative tasks in connection with your use of BOB Advantage, including adding and deleting Users and User authorizations; supervising the security of your systems; and setting up and modifying communication settings. The BOB Administrator will be able to designate, and will have responsibility for designating, different levels of access for Users. We will provide you with instructions for the available options. All actions by your BOB Administrator with respect to assigning Access Codes to Users, accessing your accounts through BOB Advantage, and approving transactions are deemed authorized by you and legally binding on you.

#### **Reliance on Your Instructions**

You authorize us to follow the instructions submitted under your Access Codes and to charge and credit your accounts according to those instructions. Except to the extent prohibited by applicable law or regulation, we may rely and act on any instructions, and you will be deemed to have expressly authorized and you will be legally bound by any BOB Advantage transaction: (1) initiated by you, at your direction, or with your consent (whether express or implied); (2) initiated by a User or any co-owner or other person having an interest in any account; (3) initiated by an Agent with respect to any account or by anyone acting with authority from you (express or implied); (4) which results in the transfer of funds between accounts, even if subsequent transfers out of the accounts benefit someone else; (5) initiated under your Access Codes; (6) which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable); or (7) which you contend is unauthorized unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer. Except to the extent prohibited by applicable law or regulation, each User is deemed to be authorized to conduct (and you will be legally bound by) any transactions available through BOB Advantage using that User's Access

Codes and to issue related instructions, even if the User exceeds your authorization. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. Any requirement of verifying two signatures does not apply to transactions initiated or made via BOB Advantage. We are not required to separately verify any instruction given under your Access Codes, although we reserve the right to require separate verification for any reason.

#### **If You Believe Your Access Codes Are Lost, Stolen or Used Without Your Authority**

Please tell us IMMEDIATELY if you believe your Access Codes have been lost, stolen, or used without your authority, or if you suspect an unauthorized transaction or other discrepancy. Telephoning is the best way of keeping your possible losses down. Call our Business Support Department at 1.866.FCB 4BIZ (1.866.322.4249) or write First Citizens Bank, BOB Advantage, DAC 54, PO Box 27131, Raleigh, NC 27611. You could lose all the money in your accounts, plus the maximum amount of any line of credit linked to your accounts. Please refer to your other account agreements for requirements to notify us within a certain time after your receipt of your account statement or other notice of a transaction.

WE WILL NOT BE LIABLE FOR OUR RELIANCE AND ACTION ON ANY UNAUTHORIZED INSTRUCTIONS OR ON INSTRUCTIONS FROM AN UNAUTHORIZED PERSON UNTIL WE HAVE BEEN NOTIFIED IN ACCORDANCE WITH THIS PARAGRAPH AND HAVE HAD A REASONABLE TIME (NOT LESS THAN TWENTY-FOUR (24) HOURS) TO ACT ON SUCH NOTICE. For security reasons, and without liability to you, we reserve the right to suspend or cancel your Access Code(s) or your BOB Advantage access if we suspect your Access Code(s) has been compromised, even without notice from you.

#### **Services Available Through BOB Advantage**

Services available through BOB Advantage are listed within the BOB Advantage website. Some services are described in Exhibits to this Agreement (which Exhibits are deemed incorporated herein). You may be required to enter into additional agreements for certain services, such as ACH, wire

transfers, positive pay, trust (time-open) account services, and Bill Pay. From time to time, we may add, change, or remove services, or we may update or upgrade BOB Advantage, and we may limit your access only to revised or updated services. To use ACH and wire transfer services, each User will be required to register one or more mobile or stationary computing device(s) prior to accessing the ACH and wire service. By using any new or changed BOB Advantage services when they become available, you agree to be bound by this Agreement, any amendments to this Agreement regarding the new or changed services, and any additional rules and instructions that we provide you concerning the new or changed services.

### **Accounts You May Access**

Subject to any restrictions we may impose from time to time, you may access the following general\* types of accounts through BOB Advantage:

1. Business deposit accounts,
2. Business line of credit and installment loan accounts,
3. Commercial loans,
4. Trust accounts (Time open and Preeed accounts), and
5. Personal accounts. \*\*

\*Not all accounts of the indicated type are accessible via BOB Advantage. We reserve the right to limit specific types of accounts accessible via BOB Advantage and also the types of transactions that may be conducted for a specific account via BOB Advantage.

\*\*BOB Advantage is intended for use primarily with commercial accounts. In the event you use BOB Advantage to access a consumer checking or savings account (a checking or savings account owned by a natural person and used primarily for personal, family, or household purposes), the terms of EXHIBIT B also apply to your use of BOB Advantage with respect to those consumer accounts.

### **Transaction Limitations**

For savings and money market accounts, federal regulations limit third party or pre-authorized transfers and withdrawals to six per statement cycle, no more than three of which may be made by check, draft, debit card, or similar order payable to third parties. Transfers or payments through BOB Advantage or Bill Pay count against these limits. We

may charge a fee for transactions in excess of the limit. Also, for security reasons, we may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using BOB Advantage. Further, we reserve the right to refuse to pay any person or entity to whom you may direct a payment through BOB Advantage. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, this notification is not required if you direct us to make any payment which is otherwise prohibited under your agreements with us. Loan payments to us are not included in these limits.

### **Overdrafts**

If your use of BOB Advantage overdraws your account and the overdraft is not covered by an approved line of credit relating to the overdrawn account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges. You also agree that we may charge the overdraft and related service charges against your other accounts with us to the extent permitted by law or by your Deposit Account Agreement.

### **Our Liability for Errors in Transactions**

We will not be liable if we fail to complete a transaction on time or in the correct amount because of any of the following:

1. You do not have enough money in the applicable account to complete the transaction.
2. The transaction will exceed the credit limit on your related overdraft line of credit.
3. You do not allow us adequate time according to this Agreement to process instructions we receive from you.
4. The person or entity to whom you direct a transfer or payment mishandles, delays, or fails or refuses to accept a transfer or payment sent by us.
5. You have provided us with incorrect, incomplete or inaccurate data or information concerning the recipient of a transfer or payment or other account information, or you have otherwise failed to comply with the procedures set forth in this Agreement or within the applicable Service.
6. With regard to ACH tax payments you initiate through BOB Advantage, you fail to

verify the accuracy of (and correct, if necessary) information concerning the tax payee that is automatically provided (e.g., payee name, account number, routing number).

7. When prompted by BOB Advantage to verify and confirm a transaction via your separate designated voice or data channel (e.g., your mobile or stationary computing device), you fail to do so.
8. There are technical problems in our receipt of information or instructions from you or a third party involving the account or transaction (for example, problems arise with computers, software, modems, or telephone communications), or you have attempted a transaction even though you have notice that BOB Advantage (or the applicable service) is not working properly.
9. Circumstances beyond our control (such as, but not limited to, fire, flood, interference from an outside force, acts of terror or common enemy, loss or delay due to biological or chemical threats, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, or equipment malfunction occurring despite ordinary maintenance) prevent the proper execution of the transaction, despite reasonable precautions we have taken.
10. This Agreement or your payment or transfer authorization has been terminated.
11. Your account has been closed, there is a hold on your account, or access to your account is blocked in accordance with our policies.
12. Your funds are subject to legal process or encumbrances restricting transfer or withdrawal.
13. Applicable law prevents completion of the transaction.
14. Unusual or extraordinary circumstances exist that indicate improper or unlawful use of your account.
15. You believe someone has accessed your account without your permission and you fail to notify us immediately.

Unless otherwise required by law, if we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in

an incorrect amount which is less than the amount specified in your instructions, our liability is limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay this interest either to you or the intended recipient of the payment or transfer, and our payment to either person will fully discharge our obligation. Unless otherwise required by law, if we make a payment or transfer in an incorrect amount which exceeds the amount specified in your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of unauthorized use as described above, our liability is limited to a refund of the amount incorrectly paid or transferred, plus interest on this amount from the date of the payment or transfer to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in Atlanta for each day interest is due, computed on the basis of a 360-day year. You agree to notify us promptly of our failure or delay to make a payment or transfer pursuant to your instructions. Certain services, such as ACH and Bill Pay, may be subject to additional or different limitations on liability.

### **Fees and Charges**

You must designate one account as the account from which all of your BOB Advantage service fees and charges will be paid (including any service fees for third party services accessed through BOB Advantage, such as Bill Pay). However, fees and charges such as insufficient funds charges may be charged against the account designated for the transaction. You are responsible for any non-Bank charges incurred by accessing BOB Advantage, including local or long-distance telephone charges, Internet access fees and any other charges that may be assessed and billed separately. We reserve the right to change applicable fees and charges at any time. We will provide you with any notice required by law of any changes to our fees and charges. If the applicable account does not have a sufficient balance to pay all applicable fees and charges due, we may exercise our right of setoff against any of your other accounts as provided by law or your Deposit Account

Agreement. Any applicable fees and charges will be charged regardless of whether you access or use a service during the billing cycle. If you close the account designated for BOB Advantage service charges, or if that account is no longer linked to the service, we may terminate your BOB Advantage services. However, you can change the account designated for BOB Advantage service charges by contacting us at 1.866.FCB 4BIZ (1.866.322.4249).

### **Termination**

You may terminate or discontinue BOB Advantage or specific services by any of the following methods: (1) you may call our Business Support Department at 1.866.FCB 4BIZ (1.866.322.4249); (2) you may contact the Business Support representative at your local First Citizens Bank branch; or (3) you may notify us in writing at the address set forth in the "Notices" section below. You will not be entitled to the refund of any prepaid fees or charges. You must tell us your name and address, whether you are discontinuing BOB Advantage or a specific Service, and the effective date to stop the Service(s). We will process your request as soon as practical after our receipt.

We may refuse BOB Advantage services to anyone. We may terminate your BOB Advantage services at any time without prior notice and with or without cause. Effective on termination by you or us, any unprocessed payments and transfers will be canceled. However, neither termination nor discontinuation shall affect your liability or obligations under this Agreement and you will remain liable for transfers and other transactions already in process and for the payment of any accrued fees and charges.

### **Notices to You**

We may provide future notices and other communications (collectively, "communication(s)") by electronic message to your external email address or via the internal messaging function in BOB Advantage; electronically by posting the communication (or posting a link to the communication) on the BOB Advantage log-in page or on a separate web page that a User must click-through to access BOB Advantage; by personal delivery; or by facsimile, regular mail or overnight courier service. You consent to receive communications by these methods. You may download or print electronic communications from a

computer if the computer has the hardware and software referenced above and published on our website. We will send, post, or email communications prior to their effective date when required by law or regulation. Communications are effective on the effective date stated in the communication or, if no effective date is stated, on the date sent, posted, or e-mailed. Your use of BOB Advantage after the effective date of any communication means that you have accepted the communication. Notice to any co-owner or other authorized representative of the company is considered effective notice to all co-owners/representatives. A notice that alerts you to the availability of a communication on an Internet web site, in lieu of sending you the entire communication, is deemed sufficient notice of the communication. YOU AGREE THAT WE MAY SEND YOU ELECTRONIC MESSAGES ABOUT PRODUCTS OR SERVICES WE OFFER (INCLUDING ADVERTISEMENTS), although you may opt-out from email advertising by following the instructions in the email advertisement or by contacting us at the address under "Notices to Us" with a written request to opt-out of email advertising.

We will not ask you via external email to provide us with your business or personal information or your Access Codes. Further, we will not ask you via an unsecured website space (i.e., before you have logged-in to BOB Advantage with your Access Codes) to provide personal information. Due to "phishing" concerns, we recommend that you do not link to website addresses provided in a link in an external email message. For more information about phishing, see the information available at <http://www.occ.gov/consumer/phishing.htm>.

It is important that you provide us with your current external email and U.S. mail addresses and that you update us immediately with any changes. You agree that we may send notices and other communications, including Access Code confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You also agree that we will not be liable or obligated to you in any way if information is intercepted by an unauthorized person after it leaves our exclusive control, whether in transit or at your place of business. We may ask you to designate one person as our main contact for



receipt of information relating to your use of BOB Advantage.

You agree that your electronic consent/acceptance or entry of information is legally binding on you and enforceable against you and is the legal equivalent of your handwritten signature.

### **Notices to Us**

You can communicate with us electronically using the "messages" link in BOB Advantage. If you send us a notice via these links, we will be deemed to have received it at the close of business on the business day immediately following the day you send it. We will have a reasonable time to act on your notices. **Do not rely on electronic messages or external email if you need to communicate with us immediately**, for example, to report an unauthorized transaction from one of your accounts or to stop a pre-authorized payment. Notices sent to us are the property of the Bank, and we reserve the right to delete such messages from the system from time to time. For security reasons, we may not act on instructions sent to us from an external email address, so please use the "messages" link to communicate with us electronically. Do not use external email to send confidential or sensitive information about you or your account(s), as these communication means may not be encrypted. For information on security of the "messages" function in BOB Advantage, please see the information on "messages" within the BOB Advantage service.

Notices you send to us via regular mail, overnight delivery, or hand delivery are effective no earlier than the first business day after our receipt of the notice, unless otherwise required by law or otherwise specified in this Agreement. You must use the following address when mailing us written notices:

First Citizens Bank  
BOB Advantage - DAC54  
P.O. Box 27131  
Raleigh, NC 27611-7131

Our Business Support telephone number for BOB Advantage is 1.866.FCB 4BIZ (1.866.322.4249).

### **Joint and Several Liability**

If any one or more of your accounts has co-owners, each co-owner will be jointly and severally liable for any obligations and transactions resulting from use of BOB Advantage. We are authorized to follow the instructions of any co-owner or authorized representative, without notice to any other co-

owner/representative, as provided in this Agreement and your other agreements with us relating to your accounts and the services. We are not responsible for determining the purpose of any instruction we receive from any authorized representative or for the disposition of payments or funds among co-owners. We reserve the right to require written instructions from all account holders and co-owners at our discretion.

### **Warranty Disclaimer**

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the BOB Advantage service. We also may need to change the scope of our services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We make no representation that BOB Advantage services will be uninterrupted or error free. Our sole obligation to you arising out of (i) the non-availability of BOB Advantage or (ii) an interruption or delay in providing BOB Advantage, shall be to use commercially reasonable efforts to resume such services.

FOREGOING IS OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK (OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS) OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY COMPUTER EQUIPMENT, BOB ADVANTAGE, OR ANY SERVICES ACCESSED THROUGH BOB ADVANTAGE. WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, CONCERNING BOB ADVANTAGE OR ITS RELATED SERVICES, WEB BROWSERS, INTERNET SERVICES, OR OTHER SERVICES, AND WE DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IF ANY OF THESE DISCLAIMERS ARE LIMITED OR PROHIBITED

BY APPLICABLE LAW, WE MAKE ONLY THE WARRANTIES SPECIFICALLY REQUIRED BY APPLICABLE LAW. IN NO EVENT SHALL ANY LICENSOR OR PROVIDER OF ANY SOFTWARE OR SERVICE PROVIDED BY OR THROUGH US HEREUNDER BE LIABLE TO YOU FOR ANY ERROR, LOSS OF DATA, MALFUNCTION, OR DEFECT OF OR CAUSED BY SUCH SOFTWARE OR SERVICE. ALL SUCH SOFTWARE AND SERVICES ARE PROVIDED "AS IS."

#### **Liability for Loss of or Erroneous Data**

You agree to be responsible for saving and storing your information. We shall have no liability to you for any data loss, error, or other damage or loss, direct or consequential, which you may suffer relating to your use of your computer system or third party communications provider. All electronic records used by us for transactions contemplated by this Agreement, including those recording and executing your instructions, are our property or the property of our service providers.

#### **Virus Protection, Firewalls and Malicious Software ("Malware")**

You are obligated to take security precautions to protect your computer. There are a number of means and mechanisms by which other persons may obtain information from your computer or trick you or other Users in order to gain control of your computer (or any computer used to access your accounts through BOB Advantage). Such unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on removable or network storage, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches – all things you are likely to do on your computer on a regular basis. Specifically, you may be unwittingly induced to install on your computer malicious software ("malware"), commonly referred to, among other names, as computer viruses, worms, trojan horses, rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain malware, or insert on

your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once malware is installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer, and financial malware in particular is generally undetectable by all but a few antivirus products and often goes unnoticed until after unauthorized transactions have occurred.

We protect our own network and systems with various security protocols, but are under no obligation to determine if your computer (or any computer by which you access BOB Advantage) is secure or if it is or may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and malware protection products of your choice to protect from, detect and remove any viruses and malware found. We recommend that you access BOB Advantage on a computer dedicated exclusively to performing financial work, such as accessing your accounts at financial institutions, on which only essential security and financial software is installed. If you chose not to dedicate one of your computers exclusively to performing financial work, we especially encourage you to exercise caution when using your computers for activities unrelated to accessing BOB Advantage. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your accounts. If we do learn, or have reason to believe, your computer (or any computer you use to access BOB Advantage) is compromised and not secure, whether such possible or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel or limit your access to BOB Advantage without prior notice to you. If, after suspending, canceling or limiting your access to BOB Advantage, we reactivate your prior access, you may have to re-establish some or all of your previously established settings, preferences, and payment models and previously scheduled transactions. **You agree that we are not responsible for any viruses, firewalls, malware, or similar devices or programs that you may encounter when using BOB Advantage, or for any unauthorized transactions resulting from these devices and programs.**



**Ownership of Materials**

The content and information on our website are copyrighted by First Citizens Bank and the unauthorized reproduction or distribution of any portion is prohibited.

**Assignment**

You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver**

We will not be deemed to have waived any of our rights or remedies under this Agreement unless we send the waiver to you by electronic message or we otherwise mail, send by facsimile or otherwise deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

**Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO ITS OR ANY OTHER STATE'S CONFLICTS OF LAWS PROVISIONS, AND APPLICABLE FEDERAL

LAW. ANY CLAIMS OR DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN THE FIRST CITIZENS BANK DEPOSIT ACCOUNT AGREEMENT, WHICH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. To the extent that any applicable state or federal law invalidates or is inconsistent with a provision in this Agreement, that provision shall be severed from this Agreement as to any person who is protected by, and subject to the jurisdiction of, that state's laws or the applicable federal law.

**Prohibited Persons and Transactions**

You are authorized to use BOB Advantage only in the manner described in this Agreement and within the services and only for legitimate and legal purposes. You agree that neither you, any User, nor any transferee or payee is prohibited from participating in the transactions you initiate and/or make through BOB Advantage or any of its services, including prohibition pursuant to issuances of the Office of Foreign Assets Control or under the USA Patriot Act. To the extent consistent with applicable law, you agree to indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities, penalties, fines, and expenses, including court costs and attorneys' fees, incurred by us relating to any such prohibition. Except to the extent prohibited by law, we reserve the right to review and monitor transactions and instructions submitted via BOB Advantage for security, legal compliance, fraud, and other legitimate purposes.

--- Exhibit A Follows ---

**EXHIBIT A****Description of Services**

The following are the account services (the "Services") that we currently offer through BOB Advantage. You may select one or more of the Services. Your use of any of the Services constitutes your agreement to the terms and conditions of the First Citizens Bank BOB Advantage Agreement (the "Agreement"), including this Exhibit, and to any additional rules and instructions we may provide you regarding the Services. Additional services may be offered to you from time to time.

### **Account Information**

You may use BOB Advantage to obtain account information for certain deposit accounts. Balance information reported through BOB Advantage may not include all transactions that have occurred since the close of business on the previous banking day. Balance information shown for your deposit accounts may include **Opening Ledger Balance**, **Closing Ledger Balance**, **Interim Ledger Balance**, and **Available Balance**. These balance amounts may differ.

- The **Closing Ledger Balance** is the ending balance in your account on a particular day after that evening's posting.
- The **Opening Ledger Balance** is the beginning-of-the-day balance in your account after the prior evening's posting. The Opening Ledger Balance for a given business day will be equal to the Closing Ledger Balance for the prior business day.
- The **Interim Ledger Balance** represents the difference between the Opening Ledger Balance and any activity that has memo posted to the account (Opening Ledger Balance + Total Debits – Total Credits).
- The **Available Balance** is the amount you have in your account at a particular time that is available for immediate withdrawals or to cover other debit items. It may include items not yet posted to the account (e.g., any "pending" deposits, checks, transfers and withdrawals). Pending items are those debits and credits we have received, but have not yet settled and posted.

### **Transfers (Including Wire Transfer and ACH)**

BOB Advantage permits you to transfer funds between your business accounts at the Bank which you have designated for BOB Advantage access. In addition, you may be able to initiate other money transfers through BOB Advantage using money

transfer instructions. Please follow the money transfer procedures specified within the applicable Service.

The term "money transfer instructions" includes instructions relating to: 1) the transfer of funds from your accounts with us to your accounts with third parties; 2) the transfer of funds from your accounts with us to any accounts of a third party, whether such third party accounts are with us or other financial institutions or entities; 3) the transfer of funds from your accounts with other financial institutions or entities to us; and 4) intra-Bank transfers of funds between your accounts with us.

Money transfers may include wire transfers and automated clearinghouse (ACH) electronic fund transfers. Wire transfers are also governed by and subject to our Funds Transfer Authorization and Agreement as amended from time to time, the terms and conditions of which are incorporated herein by reference. International wire transfers may require separate activation and may be governed by additional or different terms. ACH transactions are also governed by and subject to our ACH Agreement (Business Accounts) and the operating rules of the National Automated Clearinghouse Association, as amended from time to time, which are incorporated herein by reference. Transactions made in the BOB Advantage Cash Concentration service are considered ACH transactions for purposes of this Agreement.

The Service may include the ability for you to set-up standing orders for transfers to or from your deposit account with us, from or to an account maintained at or by a third party. Examples of this Service include direct deposit of payroll for your employees and the ability to move funds between accounts as you direct (either on a one-time or recurring basis) within parameters specified by you in advance. These transfers are considered ACH transactions for purposes of this Agreement and are subject to our Funds Transfer Authorization and Agreement as amended from time to time, as well as any specific agreement for this Service. We may limit the types of accounts that can be linked or place other restrictions on this Service such as minimum and maximum transfer amounts and frequency of recurring transfers. You agree to indemnify us against any loss or damage incurred by us resulting

from a transfer of funds involving an account at another financial institution.

The Bank utilizes MFA/out-of-band Transaction Authentication and other security tools to provide additional layers of security to you when you initiate ACH and wire transfers through BOB Advantage. Any MFA/Transaction Authentication device(s) utilized by BOB Advantage are separate applications from BOB Advantage and each User will be required to register his or her Transaction Authentication device(s) before that User may access our ACH and wire transfer Services and initiate ACH and wire transactions. Any intentional bypassing of required BOB Advantage security controls, or installation or usage of MFA/Transaction Authentication devices or applications not expressly authorized by First Citizens for use with BOB Advantage, is done so at your own risk.

Your money transfer instructions must conform to such procedures as we may prescribe from time to time, including the establishment of cut-off times each day for receiving such instructions. We may change our procedures at any time and will provide you with notice of such changes as required by law. All provisions of this Agreement, including those regarding Access Codes and authorized Users, apply to these Services. A payment order delivered to the Bank by means of BOB Advantage may be verified as an authentic payment order of the customer by use of the procedures and protocols specified in this Agreement and in the specific agreement applicable to the Service, as in effect from time to time.

You may be able to change, revoke, or cancel money transfer instructions prior to the time we begin processing the transfer if you call our Business Support Department at 1.866.FCB 4BIZ (1.866.322.4249). In the event you desire to revoke and cancel money transfer instructions, we shall make a reasonable effort to comply with your request; however, we make no representation or warranty as to our ability to comply with such instructions, and you agree that we shall not be responsible and that you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses, including court costs and attorney's fees, incurred by us in

connection with such revocation or termination request.

We shall not be obligated at any time to transfer from any Account any amount in excess of the balance on deposit in such Account.

Transfers of funds between your deposit accounts with us accessible via BOB Advantage will be processed on the processing date entered in your transfer instructions. For example, if you transfer funds from deposit Account A to deposit Account B, the funds will be debited from deposit Account A and credited to deposit Account B simultaneously on the processing date. The funds will be available immediately but may not be reflected in your account status or balances reports for one or two business days. Processing and settlement of wire transfers and ACH transactions (including transfers involving third parties) are made in accordance with your separate agreements with us for those services (see above).

In case of errors or questions about your electronic transfers, call our Business Support Department at 1.866.FCB 4BIZ (1.866.322.4249).

#### **Positive Pay**

When this Service is offered, BOB Advantage permits you to securely submit and receive check-related data files for the Bank's positive pay service. Please follow specific instructions and procedures within this Service. Transmission security protocols are described within the Service, and, by using the Service, you agree that the security protocols described within the Service are commercially reasonable and acceptable to you. Positive pay is also governed by and subject to our positive pay service agreement as amended from time to time, the terms and conditions of which are incorporated herein by reference.

#### **Trust Accounts (Time Open and Preneed Accounts)**

When this Service is offered, BOB Advantage permits you to manage time-open (trust) accounts, including balance and transaction status, funds transfers, and account closure. Exact features of this Service are described with the Service. Not all features may be available for all accounts. These accounts and your related transactions are also governed by and subject to our separate agreement

for these accounts as amended from time to time, the terms and conditions of which are incorporated herein by reference.

### **Stop Payment Requests**

You may use BOB Advantage to initiate a stop payment request for any check written on your eligible account. You agree that any stop payment request shall be null and void after six months from the date of the order, or such earlier time as communicated by us to you.

In initiating a stop payment request, you agree to provide us such information as is required by our standard procedures relating to stop payment requests and as you shall be instructed to provide when initiating the order on BOB Advantage.

If you fail to provide us with complete information or if the information you provide is incorrect (for example, the name of the payee, check number or amount), you agree that we shall not be responsible for any failure to stop payment on such item. We shall have a reasonable time (not less than twenty-four (24) hours) after receipt of a stop payment request to act upon the request. You agree that if, before receipt of a stop payment request or before a reasonable time to act has passed after receipt of a request, an item has been accepted or certified by us, or if we have paid the item in cash, or settled for the item without receiving a right to revoke the settlement, or have posted the item or otherwise have become accountable for the item, then any stop payment request shall be deemed to have been made too late and shall not be honored by us.

You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorneys' fees, incurred by us on account of our refusing payment of any check or other item in accordance with your instructions. You further agree not to hold us liable for payment of an item contrary to your stop payment order if same occurs through inadvertence or accident and without gross negligence, or if by reason of such payment, other items drawn on your account are returned insufficient.

### **Bill Pay for Business**

The Bill Pay for Business Service ("Bill Pay") is an electronic bill payment system available through BOB Advantage. Through Bill Pay, you may instruct us to make one-time and recurring payments from

your designated checking accounts to payees you choose. Bill Pay transactions are processed for the Bank by its "Service Provider," iPay Solutions™, a major provider of electronic banking transaction processing services. (iPay Solutions is a trademark of Jack Henry & Associates, Inc.).

Your access to and/or use of Bill Pay is governed by this Agreement (including other agreements and terms incorporated into this Agreement) and any instructions we provide you on using Bill Pay or BOB Advantage. Bill Pay may feature a secure electronic message capability internal to Bill Pay.

If you use PFM software to access BOB Advantage, some Bill Pay service features and terms may differ from features and terms available on or applicable to BOB Advantage accessed through <http://www.firstcitizens.com>.

**1. Definitions.** The following definitions for the terms below are specific to Bill Pay. Terms not defined in this section have the same meaning as these terms are defined in the Definitions section of this Agreement. References to "we," "us" and "our" in this Bill Pay section refer to both the Bank and iPay Solutions.

- ⊕ **"Draft check"** is a paper check drawn on your account that is created through Bill Pay. It contains the checking account number and bank routing number of the Pay-from Account. Funds represented by a draft check are not withdrawn from your account until the payee cashes the check.
- ⊕ **"Pay-from Account"** means your First Citizens checking account that will be debited to fund your Bill Pay payment.
- ⊕ **"Payment Due Date"** is the date your payment is due to the payee.
- ⊕ **"Payment Date"** is the date you select to have your payment delivered to the payee. In order for your payment to arrive on time, the Payment Date you select must be at least your Payment Due Date, or sooner.
- ⊕ **"Payment Instructions"** are the instructions you or a User give us through BOB Advantage to make a payment on your behalf to a payee from funds in your designated Pay-from Account.
- ⊕ **"Process Date"** is the date automatically designated by Bill Pay based on the Payment Date you select (and additional factors if the

payment will be made by draft check). For electronic payments, the Process Date is the date funds are debited from your Pay-from Account for the payment. For payments by draft check, the Process Date is the date the check is printed.

**2. Payment Instructions and Methods – in General.** You must provide us with the details of intended transactions when you initiate Payment Instructions on Bill Pay. The service will prompt you for needed information. You authorize us to follow your Payment Instructions and to rely on the accuracy of all information you provide. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information that you provide. We reserve the right to select the method in which to remit funds on your behalf to the payee. Such determination is made in our sole discretion and is based on the Payment Instructions you provide. Payment methods may include payments via draft check or electronic payments.

**3. Designation of Payees.** Generally, you may pay any payee within the United States, including U.S. territories and APOs/AEOs. We may prohibit certain types of payments and payees, such as payments to payees located outside of the United States and payments made at your own risk, such as tax payments and court ordered payments. You are solely responsible for any claims or damages resulting from your scheduling of these types of payments or from any payments to prohibited payees, whether or not we make the payment, and even if the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We are not required to notify you regarding a prohibited payee or any payment prohibited under this Agreement.

You will need to add each payee to whom you wish to send a payment. You may be required to “activate” a payee before sending your first payment to that payee. To activate a payee, you will be required to input an activation code, which will be sent to you by text message or to your email address, as you select.

Payees fall within one of three categories in Bill Pay: companies (and other entities), individuals, or banks/credit unions.

- ⌚ **Companies:** When adding a company payee, you must add information from your payee’s statement such as payee name, your account number, and payee phone number and zip code. If the payee’s address is on file with our Service Provider you will not need to input the payee’s full address; however, if it is not on file you will be prompted to input the address. You may be required to input an activation code when you set up a company payee.
- ⌚ **Individuals:** When you add an individual payee, there are three available options: (i) allow payee to provide his or her banking information (you will need to provide the payee’s email address and select a keyword; payee’s banking information is passed electronically through the system and you will not have access to it); (ii) provide payee’s bank account information (you will need to provide the payee’s bank routing number and account information); or (iii) mail payee a check (you will need to provide payee’s mailing address). You will need to input an activation code when you set up an individual payee.
- ⌚ **Banks/Credit Unions:** You will be able to make bank or credit union payments to a loan, credit card, or deposit (checking or savings) account. When sending a payment to a bank or credit union account, you will need to input the account number and payee financial institution routing number. You will be required to input an activation code if the payment is to a checking or savings account. You may be required to input an activation code if the payment is to a loan or credit card account.

When you add a payee, you will be asked to select a default Pay-from Account for each payee. The Bill Pay service will tell you if payments to a payee will be electronic or via paper check sent by mail. The service provides you with the ability to manage your payees by changing payee account information.

**4. Payments.** You may make single, one-time payments and recurring payments. Payments may be made from one or more Pay-from Accounts that you select. The cut-off time for scheduling a payment on any Business Day is 4:00 p.m. Eastern time. If you schedule your payment after the Business Day cut-off time, or on a non-Business Day, the payment will

be treated as being scheduled the following Business Day. A scheduled payment can be changed or cancelled any time prior to the 4:00 p.m. cut-off time on the scheduled Process Date, which is displayed on your pending payment record for that payment. Payments cannot be stopped once processed.

**(a) Single Payments.** You will need to select the Pay-from Account, the amount of the payment and the Payment Date. The service prefills the first available Payment Date for a payment.

⌚ **Electronic Payments.** If a payment is to be made electronically, once you select a Payment Date, the system automatically creates a Process Date.

**The funds are not debited from your account until the Payment Date**, which is the date the payment is delivered to your payee.

⌚ **Payments via Draft Check.** Once you have selected a Payment Date, the service calculates the Process Date, which is determined by the Payment Date you select and the location [zip code] of the payee. The check is printed on the Process Date and is then mailed. Once the check is mailed, the payment cannot be stopped by you through Bill Pay; however, you may still be able to stop the payment (if the check has not already been presented for negotiation) by contacting our Business Support Department at 1.866.322.4249.

**The funds are not debited from your account until the payee cashes the check.**

⌚ **Rush Payments.** Rush payments are **not available** if you are a business enrolled in Bill Pay.

**(b) Recurring Payments.** Recurring payments are paid on a repeating basis for an ongoing or specified period of time. You must select the start date and the frequency (for example, weekly, every two weeks, monthly, annually, the x<sup>th</sup> day of the month, etc.). You may also select an end date when you want the recurring payments to stop. You will be required to enter the payee's mailing address for all recurring payments in the event the payment must be sent as a draft check. If you have instructed us to make preauthorized recurring payments out of your account, and provided you give us sufficient notice, you can stop these transfers as outlined in a later section of this Agreement entitled "Stop Payment and Payment Instruction Changes, Including Stop Payments."

When Payment Instructions for recurring payments are processed, and based on the frequency you select for your payments, a new Payment Date is automatically calculated for the next occurrence of the payment. If a Payment Date falls on a non-Business Day, the new occurrence of the payment is adjusted to the first Business Day before the recurring Payment Date. If you schedule recurring payments for the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month, and an applicable month does not have that date, the payment will be rescheduled to the last Business Day of the month.

### 5. Electronic Bill Presentment ("eBill")

The Bill Pay service enables you to receive electronic payment information for eligible payees. This information includes, but is not limited to, the minimum amount due and the due date for the payee's bill. To set up eBill for a particular payee you must enter payee login credentials on your eligible payee's website and accept iPay Solution's eBill Service User Agreement. You can do this as part of the set-up for each eligible payee by clicking on the "Set up eBill" button. Once you are set up to receive eBills from your eligible payee(s), you can pay each bill as you receive it or set up AutoPay to make recurring payments to your eBill payees. You also have the ability to file your eBills electronically. We are not responsible if a payee does not send you a bill, or sends it late.

### 6. Designated Pay-From Account(s) and Funds Availability.

In your Payment Instructions for each bill you wish to pay, you must designate a Pay-from Account from which the funds will be debited to make the payment. Bill Pay will instruct you how to designate an account for each bill payment. You authorize us to charge the designated account according to your Payment Instructions.

You agree that you will have funds available for each payment you make from each Pay-from Account according to your Payment Instructions. Please review the Deposit Account Agreement regarding when funds are made available to your deposit accounts. Deposited or transferred funds are not always made available on the day you make the deposit or transfer. If you do not have sufficient funds in the designated Pay-from Account to cover a transaction, without notice to you we will decide, in



our discretion, whether or not to complete the transaction, and we may make additional attempts to debit your Pay-from Account for the amount. We also will debit associated service fees and charges, such as fees for insufficient funds ("NSF" or "non-sufficient funds") or overdraft items in accordance with our agreements and standard procedures. You are responsible and agree to reimburse us for all service fees and charges assessed against your account(s) in connection with NSF activity, and you remain liable to us for all funds we have advanced plus applicable service fees and charges until we are paid in full. Availability of funds in any of your other accounts will not prevent us from rejecting a payment and/or you from incurring NSF or overdraft fees if you do not have sufficient funds in the Pay-from Account to cover a Payment Instruction. In addition, if your history of NSF activity is excessive, we may, in our discretion, prohibit you from using Bill Pay.

We shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in the Pay-from Account to process your Payment Instruction or because of incomplete or inaccurate information. You are responsible for either rescheduling the payment through Bill Pay or making alternate arrangements for the payment. If we are unable to complete a payment transaction for reasons other than insufficient funds (such as due to your input of incomplete or inaccurate information), we will attempt to notify you by email or U.S. mail.

**7. Scheduling Your Payments.** Regardless of the method used to make each of your payments, always allow adequate time for your payments to reach your payees. At minimum, the Payment Date you select for your payment must be no later than the date you want the payee to receive the payment. In order to ensure your payment is made on time, if your Payment Due Date falls on a non-Business Day, you should select a Payment Date that is at least one Business Day before the Payment Due Date. Some payees require payments to be received before a certain time of the day (such as 2:00 p.m.) on the Payment Due Date. In such cases, the Payment Date you select should be at least one Business Day before the Payment Due Date. The Payment Date you enter in your Payment Instructions should also be prior to

any late date or grace period. If your Payment Instructions do not meet all of these requirements, you alone bear the risk that the payee will not receive your payment on time, and you will be responsible for any and all late fees, penalties, finance charges and other actions taken by the payee.

**8. Updating Your Contact and User Information.**

You can update your contact information (address, phone numbers and email address), add or delete Users, and provide your mobile number to our Bill Pay Service Provider to enable the Service Provider to send you text message alerts concerning your Bill Pay account. Though our Bill Pay Service Provider does not charge you for text alerts, you may incur fees from your mobile provider.

**9. Payment Instruction Changes, Including Stop Payments.**

In addition to the other stop payment requirements in the Agreement, you must follow these procedures to stop a payment or recurring payments after Payment Instructions have been submitted in Bill Pay

You may be able to change or cancel Payment Instructions by following the directions within Bill Pay. **However, once Bill Pay has started processing a payment, the payment cannot be changed or canceled, and you must submit a stop payment request using our standard procedures.** Alternatively, you may be able to change or cancel Payment Instructions if you call our Business Support Department at 1.866.322.4249 prior to the Process Date. If you call, we may also require you to put your request in writing and to get it to us within fourteen (14) days after you call. Normal service charges apply for each change/stop payment order requested.

In the event you desire to revoke and cancel Payment Instructions, we shall make a reasonable effort to comply with your request; however, we make no representation or warranty as to our ability to comply with such instructions, and you agree that we shall not be responsible and you shall indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses, including court costs and reasonable attorneys' fees, incurred

by us in connection with such revocation or termination request.

**10. Limitations.** We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. In addition to other limitations in the Agreement, we will incur no liability or obligations if we are unable to complete any of your Payment Instructions because (i) the electronic processing center is not working properly; (ii) you have provided us with incorrect, incomplete, or inaccurate data or information concerning a payee or other account information, including but not limited to date related errors; (iii) you have failed to comply with the Payment Instruction requirements set forth in this Agreement, or any instructions we provide you on using Bill Pay or BOB Advantage; or (iv) your payment authorization has been terminated. Further, we will not be liable in any way for damages you incur (i) if you do not have sufficient funds in your Pay-from Account to make the payment on the Process Date, (ii) for delays in mail delivery, (iii) for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, (iv) for the failure of any payee to correctly account for or credit the payment in a timely manner, (v) if you have not provided correct payment information, (vi) if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or (vii) for any other circumstances beyond our control. If you have scheduled a payment in accordance with the Bill Pay terms, but your payment posts after its Payment Due Date because of a delay by the Bill Pay service, Bill Pay will bear responsibility for no more than \$50 in late payment charges you actually incur for that payment.

**11. Warranty Disclaimer.** BILL PAY, AS WELL AS ALL OF ITS FEATURES, IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES ARE DISCLAIMED.

**12. Termination of Bill Pay Service.** You may discontinue or terminate Bill Pay as indicated in the Termination section of this Agreement. When you do so, you must specify whether you are discontinuing or terminating just Bill Pay or both Bill Pay and BOB Advantage. When Bill Pay is discontinued or terminated, any already-scheduled Payment Instruction initiated through Bill Pay will also be terminated. If you discontinue or terminate Bill Pay, you authorize us to continue making fund transfers, bill payments, or other transactions you had previously authorized until we have had a reasonable opportunity to act upon your termination notice. Your final charge for Bill Pay will be assessed at the end of the month.

If you are not paying a monthly service charge for Bill Pay, we may convert your account to inactive status if you do not sign on to Bill Pay or have any transactions scheduled through Bill Pay during any consecutive 12-month period. If your account is considered inactive, you must contact us to have Bill Pay reactivated before you will be able to schedule any transaction through Bill Pay.

### **Electronic Statements**

We may offer you the ability to view some account statements via BOB Advantage. We reserve the right to determine the electronic format of statements viewable through BOB Advantage. We may require you to waive paper statements and email alerts of statement availability in order to activate or continue electronic statements. Additional terms may apply to the electronic statements Service.

### **Electronic Alerts**

For your convenience, we may provide an electronic "alerts" feature for some Services. For Services and activities you select within this feature, we will provide an "alert" notice to your "messages" box within BOB Advantage or to your external email address, as selected by you. This feature is provided as a convenience, and we are not responsible for any failure or delay in sending, transmission, or receipt of any alert. We do not guarantee the delivery or accuracy of the contents of any alert. We will not be liable for your use of or reliance on the contents or delivery of any alert for any purpose. You may manage the types and timing of your alerts within the "alerts" feature.

**--- Exhibit B Follows ---**

## EXHIBIT B

### Additional or Different Terms for Consumer Accounts Accessed Through BOB Advantage

The following additional terms apply only to consumer checking or savings accounts (a checking or savings account owned by a natural person and used primarily for personal, family, or household purposes) accessed through BOB Advantage. These additional terms do not apply to commercial, business, partnership, or agricultural accounts.

#### Your Right to Stop Payment and Your Right to Receive Notice of Varying Amounts

1. **Stop Payment Procedure.** If you have told us in advance to make regular payments or transfers out of your account, you can stop any of these payments or transfers by following the procedures outlined in this paragraph. You may change or cancel **Bill Pay Payment Instructions** by following the directions within the Service. However, once the Bill Pay service has started processing a payment, the payment cannot be changed or canceled, and you must submit a stop payment request in the manner provided in the Bill Pay service or in your Deposit Account Agreement. You may change or cancel any instructions you have given us to **transfer** funds from one of your accounts to another using BOB Advantage if you enter and transmit through BOB Advantage your change or cancellation instructions (and we receive your new instructions) at any time prior to the time we actually execute your transfer instructions. Alternatively, you may change or cancel bill payment or funds transfer instructions if you call us at 1.866.FCB 4BIZ (1.866.322.4249), or write us at First Citizens Bank, BOB Advantage, DAC54, PO Box 27131, Raleigh, NC 27611-7131, in time for us to receive your change or cancellation instructions **seven business days or more** before the designated payment or transfer date. If you call, we may also require you to put your request in writing and to get it to us within 14 days after you call. Normal service charges apply for each

change/stop payment order requested by telephone or in writing.

2. **Notice of Varying Amounts.** If your regular payments vary in amount, the person you are going to pay should tell you, at least 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.
3. **Failure to Stop Payment of Pre-authorized Transfer.** If you order us to stop one of these payments within the applicable time frame indicated above, and we do not do so, we will be liable for your losses or damages caused by our failure except as otherwise limited in this Agreement.

#### Your Liability for Unauthorized Transfers

We will send you a monthly account statement for your checking and savings accounts unless there are no transfers in a particular month. In any case, we will send you a statement for your checking and savings accounts at least quarterly. The statement will show Bill Pay and other BOB Advantage transfers. If your statement shows transfers that you did not make, tell us IMMEDIATELY. You may call us at 1.866.FCB 4BIZ (1.866.322.4249) or write First Citizens Bank, BOB Advantage, DAC54, P.O. Box 27131, Raleigh, NC 27611-7131. If you do not tell us within sixty days after the statement was mailed to you, you may not get back any money you lost after the sixty days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. Remember that if you maintain the confidentiality of your password, it will reduce the possibility of unauthorized use.

#### Errors and Questions

In case of errors or questions about your electronic transfers, call us at 1.866.FCB 4BIZ (1.866.322.4249) or write First Citizens Bank, BOB Advantage, DAC54, PO Box 27131, Raleigh, NC 27611-7131 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement.

Alternatively, you may call or visit your local branch office. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

When you notify us: 1) tell us your name and account number, 2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and 3) 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.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. If your complaint or question involves (i) an electronic fund transfer that was initiated outside the United States or that resulted from a point-of-sale debt card transaction, then the 45 day investigation period will be extended to 90 days; (ii) an electronic fund transfer to or from the account during the first 30 days the account is open, then the 10 day period will be extended to 20 business days, and the 45 day investigation period will be extended to 90 days.

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

**Addition to "If You Believe Your Access Codes Are Lost, Stolen or Used Without Your Authority."**

If you believe your Access Codes have been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission to make an unauthorized electronic fund transfer (as defined by federal law). If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Losses could include not only money in your account, but also advances on any credit line associated with your account.

**Information Authorization**

You authorize us and our agents to request and obtain consumer reports on you from any consumer reporting agency and to obtain and verify information relating to you and your accounts from any other source. You also authorize us to disclose any information relating to you and your accounts (i) to any consumer reporting agency or any other person or entity we reasonably believe is conducting a legitimate credit inquiry, (ii) to any financial institution, (iii) to any account information service (such as ChexSystems or Equifax), (iv) in response to any subpoena, summons, court or administrative order, or other legal process which we reasonably believe requires our compliance, (v) to any of our affiliates or subsidiaries, (vi) to First Citizens BancShares, Inc. (our parent company) and any of its subsidiaries or affiliates, and (vii) to any law enforcement officer if we suspect any wrongdoing in connection with any of your accounts. You further agree that we may obtain financial information regarding your accounts with any of your designated payees to resolve payment problems. From time to time we are legally required to provide information in response to court or administrative orders, subpoenas, summonses, tax levies, or other such legal process. You agree to pay our standard charges for the research and copying of documents and for any other expenses we incur in complying with such legal process including, but not limited to, our attorneys' fees. Our fees will be determined from our Disclosure of Products and Fees in effect at the time that the Services are rendered, and we will charge your Primary Account for any such fees or expenses.

## Disclosure of Account Information

1. **In General.** We will disclose information to third parties about your account(s) or the transfers you make that we believe is necessary:

- ⌚ To complete or document transactions, to investigate possible unauthorized transactions, or to combat fraud.
- ⌚ To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- ⌚ In response to government agency inquiries or orders.
- ⌚ In response to court orders.
- ⌚ If you give us your written or oral permission.
- ⌚ To comply with government regulations.
- ⌚ To offer you products and services that we believe may interest you.

You must pay our standard charges for research and copying when we provide account information to you or to third parties.

2. **FCB Affiliates.** We routinely share information concerning our customers with our "affiliates." Our "affiliates" are all members of the First Citizens corporate family and include our subsidiaries and all of the other companies owned or controlled by First Citizens BancShares, our parent company. Federal law permits us to share limited information about you without your consent. In general, this information includes identification information (such as your name and address) and information concerning your transactions with us and our experiences with you. Our goal is to offer you the

broadest range and highest quality of financial products and services we can provide. To do this effectively, we need to share "other information" with our affiliates in addition to identification, transaction and experience information. For example, when we share information about you with our affiliates which we obtain from an application or a consumer report, our affiliates can determine whether certain financial products and services are appropriate for your needs. Please be assured that we do not share this "other information" with non-affiliated third parties unless we are required to do so by law or permitted to do so under your Account Agreement. Unlike identification, transaction and experience information that we may share by law, the Fair Credit Reporting Act permits you to direct us not to share "other information" with our affiliates. To do so, you must notify us in writing of your request. Please include your name, current address, social security number, telephone number, account number and type of account, and send your written request to First Citizens Bank, P. O. Box 26592, Raleigh, NC 27611-6592. Your request must be mailed in a separate envelope and should not be included with any other Bank correspondence. Each customer may separately choose to ask that we not share his or her "other information" with our affiliates. A customer who directs us not to share "other information" may do so only on his or her own behalf. We will process your request as soon as we reasonably can.