First Citizens Digital Banking Agreement

Effective November 17, 2026

This First Citizens Digital Banking Agreement ("Agreement") governs your consumer and/or business use of First Citizens Digital Banking to access your accounts via various computer or mobile devices. In this Agreement, "Services" refers to any online or mobile service available through First Citizens Digital Banking.

Please read this Agreement carefully. By clicking "I agree" or by using the Services, you are agreeing you have received this Agreement, understand it, and agree to be bound by all of its terms, conditions, and notices.

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A. General Definitions

In this Agreement,**"First Citizens Bank," "First Citizens," "Bank," "we," our,"**and**"us,"**refer to First-Citizens Bank , Trust Company.**"You"**and**"your"**may refer to you as well as any person authorized to access one or more of your accounts using Digital Banking and each person who has an interest in an account or other relationship that is accessible through Digital Banking.

"ACH"refers to Automated Clearing House.

"Account"or**"Accounts"**refer to any of your accounts that may be accessed through Digital Banking, including the account you have designated as the Billing Account.

"Agent"has the same meaning as used in the First Citizens Bank Deposit Account Agreement. It refers, in general, to any individual authorized to act with respect to any account.

"Available Balance"is the Current Balance less any holds and includes certain debits and credits which have taken place since the close of the previous Business Day, for example, certain ATM deposits and withdrawals, cash deposits, wire transfers, and other online activity.

"Billing Account"refers to the Account that you have designated as the default Account from which your Digital Banking for business service fees will be paid.NSFand overdraft charges you incur due to a transaction initiated through Digital Banking will, however, be charged against the account(s) experiencing theNSFactivity that precipitates the charge. Your Billing Account must be a checking account.

"Business Day"means any day Monday through Friday, except bank holidays.

"Current Balance"is the balance after the previous Business Day's nightly posting.

"Deposit Account Agreement"means the First Citizens Bank Deposit Account Agreement, which governs your deposit accounts with us.

"Digital Banking"refers specifically to the online banking service provided by First Citizens Bank, which is accessible via a web browser through computer or Mobile Devices.

Disclosure of Products and Fees refers to the written disclosure of certain deposit account terms, as well as fees charged for various services in connection with such deposit accounts. As used in this Agreement, the term includes but is not limited to the state-specific Disclosure of Products and Fees , Checking and Savings, the Disclosure of e.Products and Fees and the Disclosure of Products and Fees , Business Accounts and Services, all as applicable, and as amended from time to time.

"Electronic Fund Transfer"(or "EFT") is a transfer of funds initiated through an electronic terminal, telephone, or computer for the purpose of authorizing the Bank to debit or credit your checking or savings account.

"Electronic Message"means an electronically transmitted message which allows the text of the message to be displayed on a computer or Mobile Device in the recipient's possession. An Electronic Message is considered written notice for purposes of this Agreement.

"firstcitizens.com"is the address through which Digital Banking is accessed over an Internet connection and viewed via a web browser.

"Manage User Entitlement"is accessed to add Users under Digital Banking and control all features and account entitlements.

"Mobile Banking"refers to the process of accessing and using Digital Banking or any of its Services via a Mobile Device.

"Mobile Device"refers to a tablet, cellular phone or other hand-held device used to access Digital Banking and its various Services.

"NSF"means non-sufficient funds or insufficient funds.NSFactivity refers to items posting or attempting to post to one or more of your accounts when the account has insufficient funds to cover the item.

"Payee"is a person, business, or any other entity to whom you direct payments through the Bill Pay service and whom we accept as a payee.

"Payment Instructions"(also sometimes referred to as "Transfer Instructions") are instructions you give us through Digital Banking to make a payment from funds in an account that you designate, or transfer funds between accounts you can access or to

accounts of other individuals using one of our payment or transfer services such as, for example, Bill Pay,Zelle , andAccount to Account (A2A).

"Preauthorized Recurring Transfer"is defined in federal Regulation E to mean an electronic funds transfer you authorize in advance to recur at substantially regular intervals (at least once every 60 days).

"Secure Mail"or**"Secure Messages"**are Electronic Messages that are encrypted to protect against the possibility of breach.

"Security Credential(s)"refers to your loginID, password, secure access code (a one-time code we send you in order to authenticate you in connection with an enrollment or transaction), two-way mobile push notifications, and/or any other login credentials used to ensure that access to your accounts is authorized, protected and secure. Mobile push notifications require use of our mobile application.

"Service Provider"refers to third party service providers or agents we use to provide certain Digital Banking Services to you, or third-party service providers you contract with independently in connection with use of Digital Banking.

"User"refers to each individual authorized to access Digital Banking Accounts and initiate transactions from those Accounts.

B. Our Agreement with You; Amendments; Third Party Service Providers

1. Our Agreement

Your use of Digital Banking, and the specific services available through Digital Banking, are governed by this Agreement, the Bank's Disclosure of Products and Fees and any related addenda applicable to your Accounts, the application you complete (if required) for any service available through Digital Banking, any instructions we provide you on using Digital Banking, and any other agreements applicable to the deposit or loan accounts or the Services you access through Digital Banking, including our Deposit Account Agreement, any applicable overdraft protection agreement, any applicable loan agreement, any credit card agreement, and any other applicable agreements, all as they may be amended from time to time.

Any use of Digital Banking or the Digital Banking services by you, or by anyone you authorize, is your acknowledgment that you have received this Agreement, understand it, and agree to be bound by all of its terms, conditions, and notices. In the event of any

conflict between this Agreement and any other agreement between you and the Bank applicable to the products and/or services governing your deposit or loan accounts as it relates to the Services, this Agreement will control. Please read this Agreement, and all additional agreements, carefully before using Digital Banking.

2. Amendments

We reserve the right to amend this Agreement or any disclosures related to Digital Banking at any time. We will provide notice of any material changes to the terms of this Agreement on or before the effective date of any such changes when you log in to Digital Banking, unless (i) an immediate change is necessary to maintain the security of our system or (ii) a legal or regulatory requirement requires immediate change. In such event, this Agreement will be updated within a commercially reasonable period of time.

Your express acknowledgment or acceptance of the amended terms of the Agreement, or any use by you or your authorized representatives of Digital Banking or any Services after a notice of change is made available to you, will constitute your acceptance of such changes. You may decline changes by cancelling Digital Banking, in the manner provided in this Agreement before the changes go into effect.

3. Third-Party Service Providers

We may offer third-party provider products and services (**"Third-Party Services"**) through Digital Banking and those Third-Party Services also may be governed by separate agreements with the applicable provider. By using any Third-Party Services, you agree that we make no warranties and have no liabilities as to the accuracy, completeness, availability, or timeliness of the Third-Party Services to the fullest extent of the law.

C. Access to Digital Banking

You may access Digital Banking and its Services through your computer, Mobile Devices and also through financial management software you may have obtained independently through a Service Provider.

To use Digital Banking, you need your loginID, password and required hardware and software (as described in more detail on firstcitizens.com). You are responsible for installation, maintenance, and operation of any computer or Mobile Device you use to access Digital Banking and any of its Services. We do not provide any warranties that you will be able to access Digital Banking from a foreign country, especially if you are attempting to access Digital Banking through a Mobile Device. You acknowledge and understand that you may be assessed fees by your Internet provider or mobile Service

Provider when you access Digital Banking, and the Bank is not responsible for payment of these fees.

Certain Digital Banking Services may not be available through desktop or mobile.

1. Individual Access in Digital Banking for Consumer

Access to Digital Banking for a consumer is by an individual, regardless of whether the Accounts accessed through Digital Banking are held individually or jointly.

Any User with the Manage User Entitlement access is responsible for authorizing and supervising user access to Digital Banking, including adding and deleting Users and User entitlements, and setting up and modifying communications settings. Users with Manage User Entitlement will be able to, and will have responsibility for, designating different levels of access for Users. If you have Manage User Entitlement access, all actions by any User with respect to assigning access and Security Credentials to Users, accessing Accounts through Digital Banking, opening new accounts and approving transactions are deemed authorized by you and are legally binding on you.

2. Business Access to Digital Banking for Business

Access to Digital Banking for business is by individual, regardless of whether the Accounts accessed through Digital Banking are held individually or jointly. Any individual with established login credentials is authorized by the business for access to Digital Banking. Any User with the Manage User Entitlement access is responsible for authorizing and supervising user access to Digital Banking, including adding and deleting Users and User entitlements, and setting up and modifying communications settings. Users with Manage User Entitlement will be able to, and will have responsibility for, designating different levels of access for Users. If you have Manage User Entitlement access, all actions by any User with respect to assigning access and Security Credentials to Users, accessing Accounts through Digital Banking, opening new accounts and approving transactions are deemed authorized by you and are legally binding on you.

3. Account Linking

Individuals who wish to link accounts within Digital Banking must be authorized on the applicable documentation. If you request, and gain approval for, accounts to be linked to Digital Banking, you are solely responsible and liable for any transactions on these linked accounts initiated by any Digital Banking Users.

If you link accounts to your Digital Banking profile you agree and understand that Users may be able to view and/or transact with linked accounts, subject to the selected account or User access granted. You further agree to notify us if your or any User's authority over

any linked account changes, and we are not liable if your or any User's authority over any account changes until we are notified of the change in authority.

If you have joint ownership of linked accounts, information about each joint-account owner will be made available to First Citizens and the additional Users you grant access to these joint-accounts, as applicable. You should not add Users to these joint-accounts unless you have the joint-account owner's permission to do so.

D. Privacy and Security

1. Security Procedures; Care of Your LoginID, Password and Other Security Credentials

When you or any User logs onto Digital Banking using your loginID, password and/or other Security Credentials, you authorize us to follow the instructions we receive relating to your Accounts and to charge and credit your Accounts according to those instructions. You are responsible for all transfers and payments you initiate or authorize through Digital Banking, even if you initiated the transactions based on information you received in a fraudulent email or other fraudulent instructions you received from a third party. You agree to take every precaution to ensure the safety, security and integrity of your Accounts and transactions when using Digital Banking.

You agree that you will not give or otherwise make available your Security Credentials to any person. If you disclose your loginID, password or other Security Credentials to any person, otherwise allow another person access to your Security Credentials, or permit another person to use your Digital Banking Account on your behalf, you will have authorized that person to access your Accounts, even if that person exceeds your authorization, and you will be responsible for all transactions that person initiates or authorizes from your Accounts. All access to your Digital Banking Account through your Security Credentials will be deemed to be authorized by you and will be binding upon you. We recommend that you monitor your Accounts on a regular basis for irregular and/or unauthorized activity.

You agree that we are not responsible for any electronic virus or Malware (as defined in Section 2, below) that you may encounter using Digital Banking. You shall immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of Digital Banking and any of its Services and features regardless of whether requested by us.

We may provide links to third party websites without endorsing the accuracy or safety of the Third-Party Service, and we disclaim all liability for any linked sites or their content.

2. Virus Protection, Firewalls and Malicious Software

You are obligated to take security precautions to protect your computer and Mobile Device. There are a number of means and mechanisms by which other persons may obtain information from your computer/Mobile Device or deceive you or other Users in order to gain control of any computer/Mobile Device used to access your Accounts through Digital Banking. These 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. Specifically, you may be unwittingly induced to install on your computer or Mobile Device 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 asCDs,MP3players, and otherUSBmemory devices. Once Malware is installed on your computer or Mobile Device, it is very difficult to detect using traditional antivirus software products running on the infected computer/Mobile Device. 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 any or all of the computers or Mobile Devices you use are secure or if they 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 further encourage you to exercise caution when using your computers or Mobile Devices for activities unrelated to accessing Digital Banking. A virus on your computer or Mobile Device 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 learn, or have reason to believe, any computer or Mobile Device you use to access Digital Banking is compromised and not secure, whether such potential 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 Digital Banking without prior notice to you. If, after suspending, canceling, or limiting your access to Digital Banking, we reactivate your prior access, you may have to re-establish some or all of your previously established settings, preferences, 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 Digital Banking, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.**

3. Our Privacy Notices

We only disclose information about your Accounts as set forth in our Privacy Notice.

Our Privacy Statement explains how we collect, use, and share personal information, from or about you in connection with our products and services, as well as when you use First Citizens' websites or mobile applications that link to that Privacy Statement.

Our CPRA Privacy Notice for California Residents ("CPRA Privacy Notice") applies solely to California residents and supplements the information contained in our Privacy Statement.

You may obtain copies of our privacy notices (i) by using the Privacy , Security link, which can be found in the footer of either firstcitizens.com or the Digital Banking login page, (ii) at one of our branches, or (iii) by calling FC Direct or Business Support, as applicable.

E. Account Ownership and Information; Reliance on your Instructions

You represent that you are the legal owner, or have legal authority on behalf of the owner(s), of the Accounts and other financial information which may be accessed through Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of enrolling in and using Digital Banking. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

We may rely and act on instructions we receive through Digital Banking from you, from anyone to whom you gave or made available your login ID, password or other Security Credentials, from Users you have established, from anyone acting at your direction or with your consent (express or implied), from anyone acting with authority from you (express or implied), from any person who is an Agent with respect to any account which you may access through Digital Banking, and from any co-owner, authorized representative or other person having an interest in the account. 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.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Digital Banking transaction:

initiated by you, at your direction, or with your consent (whether expressed or implied),

initiated by an Agent with respect to any account you may access through Digital Banking,

initiated by a member of your household, whether or not related to you,

initiated by a User you have established,

initiated by any person (or that person's Agent) who is the owner, co-owner, or authorized representative of any account that you may access through Digital Banking,

that results in the transfer of funds between accounts you may access through Digital Banking, even if subsequent transfers out of the account(s) benefit someone else, or

that is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable).

If you contend a transaction is unauthorized, you must 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. Any individual initiating the foregoing transactions will be deemed a User except to the extent prohibited by applicable law or regulation.

F. Reporting a Compromise of your Information and/or Security Credentials

If You Believe Your LoginID, Password or Other Security Credentials Are Lost, Stolen or Used Without Your Authority:

TELL US AT ONCE if you believe your loginID, password and/or other Security Credentials have been lost, stolen, or used without your authority or if you believe that an Electronic Fund Transfer has been made without your permission using information from your check. Failure to take appropriate steps could result in the loss of all the money in your Accounts, plus the maximum amount of any line of credit linked to your Accounts. Telephoning is the best way of keeping your possible losses down, and we recommend that you callFCDirect or Business Support, as applicable, as soon as possible at the toll-free number provided in the Bank Contacts section at the end of this Agreement. If you cannot reach us by

telephone, you may email us, write to us using the contact information provided in the Bank Contacts section or visit your local branch.

If a transaction you dispute involves a consumer account, please refer to Section J of this Agreement ("Terms Specific to Consumer Accounts," "Liability for Unauthorized Transfers") and the Regulation E Disclosures in your First Citizens Bank Deposit Account Agreement for important information about your rights and obligations in the event of unauthorized transfers from your Account.

G. Accounts you may Access through Digital Banking

1. Deposit Accounts

Subject to any restrictions we may impose from time to time, you may access and perform transactions on many of your First Citizens Bank deposit accounts through Digital Banking. In Digital Banking for business, you must designate one of your Accounts as the Billing Account for applicable charges for using some of the services available on Digital Banking for business. These fees and charges are documented on the Digital Banking Fee Schedule available on firstcitizens.com.

2. Credit Lines and Loans

If you have a First Citizens Bank credit card, or a line of credit or loan related or linked to any of your deposit accounts (such as our Checkline Reserve, Checkline Reserve Plus, Capital Line or EquityLine lines of credit), you agree that the credit card and/or line of credit may be accessed through Digital Banking. You understand and agree that the provisions of this Agreement relating to your credit lines will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid account service charges, and direct advances resulting from your use of Digital Banking. You authorize us to charge your related/linked deposit account for any payments owed on your line of credit, regardless of whether the line of credit is in default.

H. Services Available through Digital Banking

Some of the Services described below may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via Digital Banking and any of the Services at any time, or limit eligibility for these Services, in our sole discretion.

We may also, from time to time, introduce new Services or enhance existing Services. By using new or enhanced Services when they become available, you agree to be bound by the terms governing each service.

1. Obtaining Account Information

You may use Digital Banking to obtain balance information and transaction histories for certain deposit and loan accounts. Balance information and transaction histories reported through Digital Banking may not include transactions that have occurred since the close of business on the previous Business Day. Balance information shown for your deposit accounts may include Current Balance and Available Balance, and these balance amounts may differ. The Current Balance is the ending balance in your account after the previous Business Day's nightly posting and does not include pending transactions or any holds which may have been placed on your account. The Available Balance is the Current Balance less any holds and includes certain debits and credits which have taken place since the close of the previous Business Day, for example,certain ATMdeposits and withdrawals, cash deposits, wire transfers, and other online activity. The Available Balance provides the most up-to-date balance information. The Available Balance does not include or account for any scheduled payments or transfers that have not processed. Transaction history information is available for your current statement cycle plus the previous two statement cycles.

2. Transferring Funds

You may make one-time or preauthorized recurring transfers of funds from many of your deposit accounts or eligible line of credit accounts to certain other accounts that you can access through Digital Banking, including other deposit accounts, lines of credit, credit cards, and installment loans.

When we receive transfer instructions from you or any other User, you authorize us to debit your transfer-from account for the indicated amount, transfer the funds on your behalf to the transfer-to account designated by you, and debit your transfer-from account for any fees resulting from the transfer as disclosed in the Digital Banking Fee Schedule. If we credit the transfer amount to the transfer-to account, but the debit is returned to us for any reason, including but not limited to insufficient funds in the transfer-from account, you authorize us to reverse from your transfer-from account the amount of the returned debit.

We will use reasonable efforts to complete all of your transfers properly. However, we shall incur no liability if we are unable to complete any transfers if:

The transfer-from account has insufficient funds;

The transfer service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

The transaction is refused;

You have provided us with incorrect information, including but not limited to incorrect information about the transfer-to account;

Circumstances beyond our control, including but not limited to, fire, flood, network or system down time, issues with other financial institutions(s) involved in the transfer, or interference from an outside force, prevent us from properly executing your transfer.

It is your responsibility to ensure the accuracy of the information you enter in connection with transferring funds, and to inform us as soon as possible if you become aware that any information you entered was inaccurate. If you notify us promptly throughFCDirect or Business Support, as applicable, we will make reasonable efforts to stop or recover a transfer directed to the wrong transfer-to account; however we do not guarantee such reversal or recovery and are not responsible or liable for any damages resulting from incorrect information entered by you or any other party to a transfer.

a) Internal Transfers Between Your First Citizens Accounts

i. One-Time Transfers to Your Deposit Account

The transfer date is the date you enter for the transfer of funds from one account to another. The transfer of funds from a deposit account or eligible line of credit account to a deposit account is generally processed immediately upon submission of the transaction. If you select a future date for the transfer, it will be processed on the date you specified.

ii. One-Time Transfers to Your Loan Account

Transfers of funds from your deposit or eligible line of credit account to your loan account (including an equity line of credit account) with First Citizens Bank will be processed as follows: (i) the transfer will be debited to your deposit or eligible line of credit account when we execute the transfer on the transfer date. The transfer will be credited to your loan account during nightly processing on the transfer date if (a) the transfer date you designate is a Business Day, and (b) we receive your instruction to transfer the funds to your loan account no later than9pmETon the transfer date. If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 9pmETon the transfer date, the transferred funds will be credited to your loan account on the Business Day following the transfer date as part of nightly processing.

iii. One-Time Transfers to Your Credit Card Account

Transfers of funds from your deposit or eligible line of credit account to your credit card account with First Citizens Bank will be processed as follows: (i) the transfer will be debited to your deposit or eligible line of credit account when we execute the transfer on the transfer date. The transfer will be credited to your credit card account as of the transfer date but may take several business days to be reflected in your credit card account and available credit.

iv. Preauthorized Recurring Transfers to Your Deposit or Loan Account

You can choose to make your transfer recurring with numerous frequency options. If you select a particular numeric date of the month as your frequency, and that date falls on a weekend or holiday, your transfer will occur the following Business Day. If the date you choose is the 29th, 30th or 31st day of the month, and a particular month does not have that date, your transfer will occur on the last Business Day of the month. In all other respects, the rules for internal one-time transfers apply to internal recurring transfers. If you have instructed us to make Preauthorized Recurring Transfers out of your Account, you can cancel one or all of these recurring transfers in Digital Banking. Your cancellation may not take effect until the following Business Day. If your Account is a consumer account, your rights to stop payment are explained in Section J.2(a) of this Agreement entitled "Consumer Right to Stop or Change Preauthorized Electronic Fund Transfers and Payments."

b) Internal Transfers to Accounts Held by Others ("Pay Bank Customer")

You can also make one-time or Preauthorized Recurring Transfers through consumer Digital Banking from your consumer accounts to the consumer accounts of other parties who are enrolled in Digital Banking at First Citizens. In order to make this type of transfer, you will need the recipient party's appropriate email address and the last four digits of the transfer-to account number. Note: you cannot execute this type of funds transfer if (i) the recipient account is joint, (ii) the joint accountholders each have different Digital Banking profiles, AND (iii) they have each enrolled in Digital Banking using the same email address. As with transfers made between your own Accounts, there is no fee to make Pay Bank Customer transfers. The same rules that apply to internal transfers between your Accounts at First Citizens apply when you are transferring funds to the accounts of other parties with Digital Banking accounts. Therefore, a transfer of funds from one of your Accounts to the account of the recipient party is generally processed immediately upon submission of the transaction. If you select a future date for the transfer, it will be processed on the date you specified,

c) External Funds Transfers between your First Citizens accounts and Other Financial Institutions ("Account to Account" or "A2A") within Funds Transfer Tab in Digital Banking.

By using A2A, you can also make one-time or preauthorized recurring external transfers through consumer Digital Banking from consumer accounts to or from certain checking and savings accounts held at other financial institutions in the United States (**"Recipient Accounts"**); however, you may be charged a fee for these transfers as disclosed in our Digital Banking Fee Schedule. The Available Balance in your Account must be sufficient to cover the transfer at the time your external transfer is scheduled to occur.**The cutoff time for initiating external transfers is 9 pm ET on Business Days.**If you initiate your transfer on a Business Day by the cutoff time, your transfer should be received in the Recipient Account by the next Business Day. If you initiate your transfer after 9 pm ET on a Business Day, or on a non-Business Day, your transfer will be deemed to have occurred on the next Business Day and should be received in the Recipient Account by the Business Day following the day the transfer was deemed initiated.

Prior to making external funds transfers you must "add" each external Recipient Account to or from which you want to transfer funds by inputting the financial institution routing number and the account number and type (checking or savings) for the Recipient Account. We will then verify the Recipient Account by making two randomly generated "micro deposits," each in an amount below $1, to the Recipient Account. You must confirm and communicate that the deposits have been received in the Recipient Account before you can make a transfer to this account. Confirmation must occur within five Business Days from the date the micro deposits are received by following the link on the Add external transfer accounts tab in Digital Banking and entering the amounts of the micro deposits. If the micro deposits do not appear in the Recipient Account within five Business Days after you attempt to add the account on Digital Banking, contact the recipient financial institution to verify that you are using the correct routing number.

You can also make external Preauthorized Recurring Transfers. You can choose to make your transfer recurring with numerous frequency options. If you select a particular numeric date of the month as your frequency, and that date falls on a weekend or holiday, your transfer will occur the following Business Day. If the date you choose is the 29th, 30th or 31st day of the month, and a particular month does not have that date, your transfer will occur on the last Business Day of the month. If you have instructed us to make external Preauthorized Recurring Transfers out of your Account, you can cancel one or all of these recurring transfers in Digital Banking. Your cancellation may not take effect until the following Business Day. If your Account is a consumer account, your rights to stop payment

are explained in Section J.2(a) of this Agreement entitled "Consumer Right to Stop or Change Preauthorized Electronic Fund Transfers and Payments."

d) External Funds Transfers between your First Citizens accounts and Other Financial Institutions (Access External Transfers)

External Transfers is a way for consumer customers to send and receive money to their accounts at other financial institutions. Use of this product is subject to the Account Transfer Terms of Service.

e) One-Time Payments to First Citizens Credit Cards and Loans from External Accounts

You can initiate a one-time payment to your First Citizens credit card or loan account from an eligible external account at a U.S. financial Institution through Digital Banking. Payments requested on a Business Day before 2:00 pm ET for a loan account, or 5:00 pm ET for a credit card account will be credited that day, as part of nightly processing. Payments requested after these cut-off times or on a non-Business Day will be credited the following Business Day as part of nightly processing.

3. Zelle Payments

Zelle is a way for consumer and business customers to send and receive money with friends, family, and people they trust, regardless of where they bank in the U.S., directly from their bank account. Transactions typically occur in minutes when the recipient's email address or U.S. mobile number is already enrolled with Zelle. Use of the Zelle service is subject to the Zelle Terms of Service.

4. Bill Pay

You may initiate Payment Instructions through our Bill Pay service, directing us to make one-time, rush and recurring payments from your designated account(s) to Payees you choose.

In addition to this Agreement, and the other applicable First Citizens agreements, instructions and disclosures, your access to and use of the Bill Pay service are governed by the instructions you receive through the service. Fees for use of the service, if any, are listed in our Digital Banking Fee Schedule.

These provisions, however, do not apply to Boston Private Retail/Wealth customers enrolled in Bill Pay services. Boston Private Retail/Wealth customers' use of Bill Pay service is governed by a separate agreement received at enrollment.

a) 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 General Definitions section of this Agreement (Section A). References to **"we," "us"** and **"our"** in this Bill Pay section refer to both the Bank and our Service Provider for this service.

"Draft Check" *is a paper check drawn on your Account that is created through the Bill Pay service. 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 eligible First Citizens 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" *(also referred to as* ***"Deliver by 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 no later than your Payment Due Date.*

"Process Date" *is the date automatically designated by the Bill Pay service 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 Account for the payment. For payments by Draft Check, the Process Date is the date the check is printed.*

b) 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 by which to remit funds on your behalf to the Payee. Payment methods may include payments via Draft Check, electronic payments, or virtual one-time card payments.

c) Designation of Payees

Generally, you may pay any Payee within the United States, including U.S. territories andAPOs/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 prior to sending your first payment to that Payee. Payees fall within one of three categories in Bill Pay: companies (and other entities), individuals, or banks/credit unions.

d) Payments

You may make single, one-time payments and recurring payments. If you are enrolled in the Bill Pay service as a person, and not as a business, you may also make rush 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 can be found by clicking on the calendar view to the right of the payment date.

If you schedule your payment after the Business Day cut-off time, or on a non-Business Day, the payment will be treated as having been scheduled the following Business Day. Any scheduled payment can be changed or cancelled any time prior to the applicable cut-off time on the scheduled Process Date. **Payments cannot be cancelled once processed.**

Provided none of the circumstances limiting our liability are applicable and you entered your Payment Instructions accurately, if we cause an incorrect amount of funds to be removed from your Account, even if our action was unintentional and resulted from a bona fide error on our part, we will be responsible for returning the improperly transferred funds to your Account.

i. 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. If you need your payment to be delivered before this date, and you are enrolled in the Bill Pay service as a person, you will need to make a rush 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 contactingFCDirect or Business Support, as applicable. ***The funds are not debited from your Account until the payee cashes the check.***

Rush Payments. *Rush payments, which may only be sent to merchant Payees, are sent via Draft Check. Rush payments are subject to a fee, which is disclosed in the Digital Banking Fee Schedule and will be debited from your Pay-From Account on the Process Date. The amount of the fee is dependent upon whether you select a "next Business Day" rush or a "second Business Day" rush. In order to send a rush payment, you must authorize the fee by clicking acceptance of the Fee Debit Authorization. Rush payments are* ***not available*** *if you are enrolled in Digital Banking for business bill pay.* ***The rush payment is debited from your Account when the Payee cashes the check.***

ii. 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 xth 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, you can cancel these payments if you give us sufficient notice (by the applicable cut-off time on the Process Date). Payments cannot, however, be cancelled once they are processed. If your payments are being made from a consumer account, your right to cancel recurring payments is explained in Section J.2(a) of this Agreement entitled "Consumer Right to Stop or Change Preauthorized Electronic Fund Transfers or 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 29th, 30th or 31st 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.

e) Electronic Bill Presentment ("eBill")

Bill Pay 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 for your eligible Payee's website and accept online our Service Provider'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. AutoPay is an optional feature in eBill where we schedule your next payment to a designated biller automatically as soon as the previous payment is delivered. 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.

f) Gift/Donation Pay

If you are enrolled in consumer Digital Banking, you can use Bill Pay to send donations to charities and gifts to individuals for special occasions. Your gift or donation is made via Draft Check and, like all Bill Pay payments made by Draft Check, you will need to provide the Payee's mailing address to which to send the payment, and the funds are not withdrawn from your Pay-From Account until the Payee cashes the check. Gift Pay offers a feature that allows you to personalize your check for a fee, which fee is disclosed in the Digital Banking Fee Schedule. Donation checks can be personalized to show you are making the donation in honor or memory of someone you designate. In addition, you can send a personalized email in connection with the check that can be sent to up to four email addresses. With gift checks you can select a gift check design and include a personalized message to mark the occasion. Gift/Donation Pay is not available on Bill Pay through Digital Banking for business.

g) 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. 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, we decide, without notice to you and in our sole discretion, whether or not to complete the transaction, and we may make additional attempts to debit your Pay-From Account for the amount. If we make a payment on your behalf, and there are insufficient funds in your Pay-From Account to cover the payment, you agree that we may debit the

payment through setoff from another Account you hold at the Bank, as permitted by law and as set forth in other agreements applicable to your Account(s). 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 withNSFactivity, 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 incurringNSFor overdraft fees, as applicable, if you do not have sufficient funds in the Pay-From Account to cover a payment instruction. In addition, if your history ofNSFactivity 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 available 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 Secure Mail.

h) 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 pm.) 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 the end of any 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.

i) Designating Limited Access

If you use Bill Pay through Digital Banking for consumer and you establish one or more jointly held Pay-From Accounts, you may give one or more of your Account co-owners limited access to certain payment information by adding this authority in your Bill Pay service under the "My Account" tab.

j) Updating Your Information

Customers using Digital Banking for consumer must callFCDirect to update contact information (address, phone numbers, and email addresses) on Bill Pay. Any User on Digital Banking for Business with Bill Pay Admin rights can update contact information on Bill Pay through Digital Banking or by calling Business Support.

k) Cancellation of Bill Pay; Termination of Services Under Bill Pay; Inactive Status

You may cancel the Bill Pay service at any time by calling FC Direct. When you close an Account or cancel Bill Pay, you must specify whether you are cancelling a particular Pay-From Account, cancelling Bill Pay service entirely, or cancelling your enrollment in Digital Banking. Closing a deposit Account does not automatically cancel Bill Pay, or any pending or future-scheduled payments from that Account. When you close your deposit Account, you agree to notify the Bank to also cancel your Bill Pay service. If you cancel your Bill Pay service, any already-scheduled Payment Instructions you have initiated through Bill Pay will also be terminated. However, you authorize us to continue making funds transfers, bill payments, and other transactions you had previously authorized on Bill Pay until we have had a reasonable opportunity to act upon your notice to cancel. After Bill Pay is closed, any final charge for Bill Pay will be assessed at the end of the month.

l) Limitations

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur (i) if you do not have sufficient available funds in the 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, account number or bank routing 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 terms of this Agreement, but your payment posts after its Payment Due Date because of our delay, we will bear responsibility for nothing more than the late payment charges you actually incur for that payment. We will

not be liable for other losses and damages caused by our failure except to the extent specifically required by law.

5. Mobile Deposit

Mobile Banking allows you to deposit checks to your checking, savings, or money market savings accounts from your Digital Banking mobile application. Not all Mobile Device cameras are compatible with Mobile Deposit. In addition, if you wish to use your Mobile Device to deposit checks, your Mobile Device camera must meet certain resolution requirements and you must give First Citizens permission to access your camera. Hardware and software specifications change from time to time and are updated and described in more detail on firstcitizens.com/mobile. Mobile Deposit is only available through our First Citizens Mobile Device app.

a) Eligible Deposit Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Board RegulationCC("Reg.CC"), and only those checks that are permissible under this Agreement or such other items that we, in our sole discretion, elect to include in the Mobile Deposit service. You agree that the image of the check transmitted to us shall be deemed an"item"within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items:

Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.

Checks containing an alteration on the front of the check or item, or checks you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Checks payable jointly, unless deposited into an account in the name of all payees.

Checks previously converted to a "substitute check," as that term is defined in Reg.CC.

Checks drawn on a financial institution located outside the United States.

Checks that are "remotely created checks," as that term is defined in Reg.CC; i.e., a check not created by the paying bank, and which does not bear the signature of the person on whose account the check is drawn. Remotely created checks are often created by the payee or its service provider on behalf of the maker.

Checks not payable in United States currency.

Checks dated more than six months prior to the date of deposit.

Checks that are post dated.

Checks or items prohibited by our current procedures relating to the Mobile Deposit service or which are otherwise not acceptable under the terms of your Account.

Checks payable on sight ("sight drafts") or "payable-through-drafts," as these terms are defined in Reg CC. (A sight draft is payable upon the meeting of specified terms; a payable-through draft is issued against the payor, and the payor has a period of time to honor or refuse payment.)

Checks with any restrictive endorsement on the back, other than the endorsement specified in (b) Endorsements and Procedures.

Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at First Citizens Bank or any other financial institution.

Checks or items that are drawn on or otherwise issued by the U.S. Treasury Department.

Checks or items on which a stop payment has been issued or for which the account on which the check is issued has insufficient funds.

Checks drawn on a home equity line of credit, credit card advances, or other convenience checks.

Traveler's checks, money orders, or savings bonds.

b) Endorsements and Procedures

You agree to restrictively endorse any item transmitted through Mobile Deposit with the signatures of all payees and by designating the item as "For mobile deposit only" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time.

c) Receipt of Items

We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account, at any time, any item that we subsequently determine was

not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

d) Availability of Funds

You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of RegCCor to our Funds Availability Policy. In general, if an image of an item you transmit through Mobile Deposit is received and accepted before 9 pm ET on a Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day. Funds deposited using Mobile Deposit will generally be made available within three Business Days from the day of deposit. However, availability of funds deposited using Mobile Deposit may be delayed for a longer period under certain circumstances.

e) Disposal of Transmitted Items

Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain and safeguard the check for at least 30 calendar days from the date of the image transmission. After 30 calendar days, if you have verified that the funds have been credited to your Account, you agree to either destroy the check that you transmitted as an image, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain possession of the check, you agree to promptly provide it to us upon request.

f) Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits you may make through Mobile Deposit, and may change these limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The standard limits are posted on firstcitizens.com and may vary by client or product or be based on other considerations as determined by us. There is no daily or monthly statement cycle limit on the number of items allowed to be deposited, as long as the respective dollar limits are not exceeded.

g) Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion and subject to the Deposit Account Agreement, which governs your Account.

h) Errors

You agree to notify us immediately of any suspected errors regarding items deposited through Mobile Deposit, and in no event later than 30 calendar days after your applicable account statement is made available to you. Unless you notify us within 30 calendar days, all deposits reported on the statement and made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

i) Errors in Transmission

By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any intercepted or misdirected items or information disclosed through such errors.

j) Image Quality

The image of an item transmitted to us using Mobile Deposit must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, the American National Standards Institute (**"ANSI"**), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

k) User Warranties and Indemnification

You warrant to us the following, and you agree to indemnify and hold us harmless from any loss for breach of any of these warranty provisions.

You will only transmit eligible items.

You will not transmit duplicate items.

You will not re-deposit or re-present an original item.

You will not store (for longer than 30 days) or make a back-up copy of any item you submit electronically.

All information you provide to us is accurate and true.

You will comply with this Agreement and all applicable rules, laws, and regulations.

You are not aware of any factor which may impair the collectability of any item.

l) Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost to us, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

6) ACH Origination Service (for certain business customers)

We offer ACH Origination service to certain business customers with Digital Banking for business. Businesses with Digital Banking for business may request enrollment in the ACH Origination services either by visiting one of our branch offices or by contacting Business Support. Once the business has enrolled, ACH services require each user to acknowledge online acceptance of our agreements for these services.

7) Wire Services

We offer Wire Services to certain customers with Digital Banking. Digital Banking users who are account owners may request enrollment in Wire Services by visiting one of our branch offices. Once the customer has enrolled, Wire Services require each user to acknowledge online acceptance to our agreements for these services.

8) Card Management

The Card Management service allows Digital Banking customers to perform a number of administrative functions in connection withATMcards, debit cards, and credit cards. The functions you are able to perform through the "Manage Cards" tab on Digital Banking vary depending on the type of card.

There may be fees for performing certain functions in connection with your cards. These fees are published in the applicable Disclosure of Products and Fees (forATMand debit cards), any applicable addenda or your credit card cardholder agreement (for credit cards).

9) Electronic Statements

Digital Banking customers may elect to receive some or all of their account statements electronically ("e.statements"). For certain deposit account products, election of e.statements is optional; however, you may be charged a paper statement fee if you do not elect e.statements. Other deposit account products do not offer paper statements, and unless you enroll in e.statements for these accounts your Account will eventually be closed or converted to a different product type. Consult our applicable Disclosure of Products and Fees and any related addenda regarding account requirements and, if applicable, paper statements fees. When you elect e.statements or convert any Account on which you currently receive paper statements to e.statements, you will be required to accept online our Consent to Electronic Statements and Disclosures.

If you elect e.statements, you will receive an email notifying you when each of your current account statements is available for viewing. The email will be sent to your current email address on record with us, so please advise us of when your email address changes. You may be required to have additional software on your computer, such as Adobe , in order to

view the statements. When you elect e.statements for an Account, we will no longer send you paper statements. Some statements may not be available in e.statement form.

10) Secure Mail Via the Message Center

You may communicate with us, and we may communicate with you electronically via Secure Mail through our "Message Center" tab in Digital Banking. If you send us a Secure Mail message, we will be deemed to have received it on or by the following Business Day. You agree that we will have a reasonable time to act on your email. Therefore,do not use Secure Mailif 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. For urgent communications, you should contact us via FC Direct, Business Support or by visiting a branch office. Secure Mail messages sent to the Bank are the property of the Bank, and we reserve the right to delete such messages from the system from time to time. You agree that we may send you Secure Mail messages through the Digital Banking Message Center about products or services we offer.

11. Digital Banking Alerts

a) Online Security Alerts

Online Security Alerts help you monitor and protect your Accounts from unauthorized access. First Citizens automatically provides you with several Online Security Alerts, which you cannot disable. In addition, you can set up additional Online Security Alerts to further protect your Accounts. You can set up Online Security Alerts so that you are notified from time to time viamobile push notification, SMS text message, email and/or phone call (the "delivery methods"). Push notifications require use of our mobile application. Online Security Alerts will also be delivered to your Digital Banking Message Center.

b) Account Alerts

Account Alerts notify you when transaction activities occur on your Accounts. To receive Account Alerts, you must complete our online Account Alerts enrollment process. During enrollment, you will be prompted to select the Accounts and types of transactions for which you will receive the Account Alerts. You may make additions, deletions, and modifications to your Account Alerts selections at any time.

When you enroll in Account Alerts you will also be asked to designate one or more delivery methods. These methods include email and SMStext message using the email address and/or mobile number on your Digital Banking profile (found under the "Profile , Preference" menu). You are responsible for updating your contact information with us if it changes. Your

enrollment for Account Alerts constitutes your consent to our delivery of Account Alerts via the delivery method(s) you select.

Your selected Account Alerts will be delivered to your Digital Banking Message Center as well as via your designated delivery methods. To modify or discontinue your Account Alerts, log in to Digital Banking and change your selections in the "Account Alerts" feature under the "Alerts" menu. You acknowledge and agree that we must be given a reasonable period of time (up to two Business Days) to process your request to change any of your designated delivery methods.

c) Card Alerts

Card Alerts notify you when card transaction activities occur on your Accounts. To receive Card Alerts, you must complete our online Card Alerts enrollment process. During enrollment, you will be prompted to select the Accounts and types of transactions for which you will receive the Card Alerts. You may make additions, deletions, and modifications to your Card Alerts selections at any time.

When you enroll in Card Alerts you will also be asked to designate one or more delivery methods. These methods include email and SMStext message using the email address and/or mobile number on your Digital Banking profile (found under the "Profile , Preference" menu). You are responsible for updating your contact information with us if it changes. Your enrollment for Account Alerts constitutes your consent to our delivery of Card Alerts via the delivery method(s) you select.

Your selected Card Alerts will be delivered to your Digital Banking Message Center as well as via your designated delivery methods. To modify or discontinue your Card Alerts, log in to Digital Banking and change your selections in the "Account Alerts" feature under the "Alerts" menu. You acknowledge and agree that we must be given a reasonable period of time (up to two Business Days) to process your request to change any of your designated delivery methods.

d) General Information About Digital Banking Alerts

Online Security Alerts, Account Alerts, and Card Alerts are available only for accounts you may access through Digital Banking. We will not include your full account number in an Alert; however, Alerts may contain your name and certain other information about your Accounts, such as information pertaining to your account balances, debits or credits to your account, or insufficient funds, depending upon the type of Alert. Anyone with access to your email or Mobile Device may be able to access the contents of the Alerts. It is your responsibility to secure and protect your computer or Mobile Device, your Security Credentials, and your email from unauthorized access, and to provide us with timely and

accurate information about your designated delivery method(s) in order to protect the confidentiality of your information. First Citizens does not charge you a fee for delivery of Alerts; however, if the delivery method you select is via text message, your wireless Service Provider's standard message and data rates may apply.

Account balances provided in Alerts will not reflect pending transactions, and deposits mentioned in an Alert may not be available for immediate withdrawal. If you require additional details about a transaction contained in an Alert, you may log in to Digital Banking and view transaction information or send us a secure email through your Digital Banking Message Center. You may also contact us atFCDirect or Business Support, as applicable. We may change, suspend, or terminate the Alerts service at any time without prior notice.

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND, MISDIRECTION, OR DELAY IN SENDING ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT OR FOR ANY ACTIONS YOU TAKE IN RESPONSE TO AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. ANY ALERT WE SEND TO YOUR CELL PHONE NUMBER MAY BE SUBJECT TO THIRD-PARTY MESSAGE AND DATA FEES. ALERTS VIA MOBILE PUSH NOTIFICATION REQUIRE THE USE OF OUR MOBILE BANKING APPLICATION.

12. Digital Account Opening

Access is available to entitled users to apply for new accounts on behalf of the customer. Any User with Manage User Entitlement may grant this access to themselves or other Users. By granting a User entitlement to open new accounts on behalf of the customer you are certifying that such User is authorized to sign on behalf of the customer and has the necessary authority to open such accounts on behalf of the customer.

13. Direct Deposit Switch

Direct Deposit Switch (ClickSwitch) is available for entitled users to switch their direct deposit from another institution to an eligible First Citizens Bank account. Any user utilizing the Direct Deposit tool is acknowledging our third party vendor to contact and pass user information to associated employers under the Terms of Use provided below.

These Terms of Use (the Terms) set forth the terms and conditions that govern your access and use of the automatic transaction switching service (the Service) provided by Q2 Software, Inc. (Q2). By enrolling in or using this Service, you agree to be bound by the

Terms, as may be amended from time to time as provided below.

(a) Account Switch Service. The Service is a personal finance management service that allows you to move your automatic transactions from accounts at existing financial institutions (Existing Financial Institutions) to your accounts at First Citizens or set up new automatic transactions (including online payments, automated payments and direct deposits) at First Citizens . The Service is provided to you by Q2 without charge. The term you or your refers to you and, if applicable, the company or legal entity that you represent. The term we, us or our refers to Q2.

(b) Privacy and your Personal Information. We care about the privacy of our users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and other information as set forth in our Privacy Policy, and to have such information collected, used, transferred to and processed in the United States. Neither Q2 nor First Citizens can guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

(c). Account Information from Existing Financial Institutions. With the Service, to the extent the Switch Assist feature of the Service is enabled, you may direct Q2 to retrieve your information, including without limitation, data, passwords, usernames, PINs, log-in information, materials and other content (Account Information), maintained online by Existing Financial Institutions with which you have customer relationships, maintain accounts or engage in financial transactions. Q2 works with one or more online financial service providers (Third Party Providers) under contract to access this Account Information. By using this feature of the Service, you expressly authorize Q2 and such Third-Party Providers to access and use this Account Information for purposes of providing the Service. Q2 makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement.

Q2 and its Third-Party Providers cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain Account Information or loss of Account Information, personalization settings or other service interruptions. Q2 cannot and does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Account Information, communications or personalization settings. For example, when displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institutions. Such Account Information may be more up-to-date when

obtained directly from the relevant Existing Financial Institutions. You can refresh your Account Information through the Service, in the manner prescribed in the associated instructions.

(d) Your Responsibilities and Agreements. You may not access or use the Service if you are not of legal age to form a binding contract with Q2. If you access or use the Service, you represent that you have the capacity to be bound by these Terms or, if you are acting on behalf of a company or legal entity, that you have the authority to bind such company or legal entity. You agree (i) you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation, (ii) that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the Service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data, (iii) you will not use the Service in a European Union Member State, (iv) you are not a citizen of a European Union Member State, and (v) to use the Service only for permitted uses described in Section 6 and otherwise in accordance with the Terms and any one-line user instructions.

Accurate records enable Q2 to provide the Service to you. In order to use the Service, you must provide true, accurate, current and complete Account Information about your accounts maintained at Existing Financial Institutions, as requested in our add account setup forms, and you may not misrepresent your Account Information. In order for the Service to function effectively, you must also keep your Registration Information (as defined below) up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

(e) Protecting Your Registration Information. You agree and understand that you are responsible for maintaining the confidentiality of your Q2 password which, together with your login ID allows you to access the Service. That login ID and password, together with your email address and any mobile number or other contact information you provide form your Registration Information. It is your responsibility to update or change your Registration Information, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. If you become aware of any unauthorized use of your Registration Information, you agree to notify First Citizens.

(f) Your Use of the Service. You may access and use the Service solely for the purpose of facilitating the transfer of your automatic transactions (including online payments, automated payments and direct deposits) from accounts at Existing Financial Institutions to your accounts at First Citizens, or to perform the initial setup of your automatic transactions (including online payments, automated payments and direct deposits) at First Citizens.
You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that Q2 or First Citizens, in their sole discretion, may elect to take.

(g) Use with Your Access Device. Use of this Service may be available through your computer or access device, and Internet provider. You agree that you are solely responsible for any requirements, including any applicable changes, updates and fees or terms of your access device and telecommunications provider. Q2 MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

(h) Online Alerts. Q2 may from time to time provide automatic alerts and voluntary account-related alerts to inform you of the status of the account and transaction switch service. By providing us with your e-mail address, you agree to receive all required notices electronically, to that e-mail address or to other electronic delivery methods of your choosing that may be available, including mobile push notification, SMStext message, email and/or phone call. Electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address will apply to all of your alerts. Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID

and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time, you may disable future alerts.

Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. Q2 may from time to time provide automatic alerts and voluntary account-related alerts with multiple delivery methods that may be available, including mobile push notification, SMS text message, email, and/or phone call. Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Q2 may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. Q2 endeavors to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that neither Q2 nor First Citizens shall be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

(i) Disclaimer of Representations and Warranties. THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS-IS AND AS AVAILABLE BASIS. Q2 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. Q2 MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. Q2 MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

(j) Not a Financial Planner, Broker or Tax Advisor. NEITHER Q2 NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. Q2 IS NOT A FINANCIAL

PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your transferring of automatic transaction processing between your Existing Financial Institutions and First Citizens. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

(k) Rights You Grant to Q2 in Connection with Switch Assist. By submitting Account Information to Q2 through the Switch Assist feature of the Service, you are licensing the Account Information to Q2 solely for the purpose of providing the Service. Q2 may use and store the Account Information, but only to provide the Service to you and as otherwise provided in the Privacy Policy. By submitting the Account Information to Q2, you represent that you are entitled to submit it to Q2 for use for this purpose, without any obligation by Q2 to pay any fees or other limitations. When you use the Service, you may be directly connected to the website for the Existing Financial Institutions you have identified. Q2 will submit Account Information, including usernames and passwords, that you provide to log you into the site of the Existing Financial Institutions. You hereby authorize and permit Q2 to use and store Account Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the Existing Financial Institutions' sites for which you submit your information.

(l) Power of Attorney. For purposes of these Terms and solely to provide to you the Service, you grant Q2 a limited power of attorney, and appoint Q2 as your attorney-in-fact and agent, to (i) access Existing Financial Institutions' sites, First Citizen's sites, employer sites, benefits provider sites, and payroll provider sites, (ii) retrieve and use your Account Information, and (iii) process the transfer of your automatic transactions from accounts at Existing Financial Institutions to your accounts at First Citizens, in each case with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN Q2 IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM EXISTING FINANCIAL INSTITUTIONS' SITES, Q2 IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE EXISTING FINANCIAL INSTITUTIONS. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

(m) Feedback. You agree that Q2 may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or

marketing materials. You grant Q2 a perpetual, worldwide, fully transferable, sub licensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to Q2 in any way. Q2 will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

(n) Intellectual Property Rights. The contents of the Service, including its look and feel (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The Service and its contents belong or are licensed to Q2. No reproduction, distribution, or transmission of the copyrighted materials of the Service is authorized without the prior written permission of us, except as expressly authorized by these Terms.

(o) Access and Interference. You agree that you will not:
Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Q2's express written consent, which may be withheld in Q2's sole discretion;
Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Service; or
Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

(p) Limitations on Liability. Q2 AND ITS LICENSOR(S) SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM (I) YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE, (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER

INACCURACIES IN THE SERVICES, (IV) ANY LATE PAYMENTS, PENALTIES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF MISSED OR LATE PAYMENTS THAT OCCUR IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING FAILURE BY A BILLING ENTITY TO SWITCH YOUR ACCOUNTS, OR (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, IN EACH CASE EVEN IF Q2 AND/OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, Q2'S AND ITS LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO $500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

(q) Your Indemnification of Q2 and its licensor(s). You agree to defend, indemnify and hold harmless Q2, its parents, subsidiaries, agents, affiliates, customers, vendors, officers and employees, and the New Financial Institution, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorney's fees and cost) arising from: (i) your use of and access to the Service, or any information that is submitted via your Registration Information; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; or (iv) your violation of any applicable law, rule, or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

(u) Waiver of Jury Trial and Class Action Waiver. YOU ACKNOWLEDGE AND UNDERSTAND THAT, WITH RESPECT TO ANY DISPUTE WITH Q2, ITS LICENSOR(S), OR EITHER OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, ARISING OUT OF OR RELATING TO YOUR ACCESS OR USE OF THE SERVICE OR THESE TERMS, YOU HEREBY WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY. In addition, we and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms and/or in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms and/or in connection with the Service. If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be

litigated in the state or federal courts located in Travis County, Texas.

(v) Arbitration. We and you agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions (despite the choice of law provision in Section 20 above).

In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service, we or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You must send any such notice by U.S. Mail to**Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729**. To the extent that we have your contact information, we will send any such notice to you by U.S. Mail or to your email address. We and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. We and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After thirty (30) days, we or you may resort to the other alternatives described in this Section. Notwithstanding the foregoing, the notice and thirty (30)-day negotiation period required by this Section shall not apply to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service.

Except as otherwise specifically set forth in this Section, any dispute, claim, or controversy of any kind between us and you arising under these Terms or in connection with your access to, and/or use of the Service, and/or the provision of content, services, and/or technology on or through the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory), if unresolved through informal discussions within thirty (30) days of receipt of notice (as described in the immediately preceding paragraph), shall be resolved by binding arbitration to be held in the state of your billing address. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Service shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in Austin, Texas, United States of America, and we and you agree to submit to the personal jurisdiction of any state or federal court in Austin, Texas to compel arbitration, stay proceedings pending

arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, AAA Rules) of the American Arbitration Association (AAA), as modified by these Terms, and administered by the AAA. The AAA Rules and fee information are available at http://www.adr.org, or by calling the AAA at 1-800-778-7879.

We shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to $10,000 unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorneys' fees and expert witness costs unless we are otherwise specifically required to pay such fees under applicable law. For claims that total more than $10,000, the AAA Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. We and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, we and you agree not to seek any attorney's fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. We and you understand that absent this mandatory arbitration provision, we and you would have the right to sue in court. We and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of $25,000 or less and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

You may choose to pursue your claim in small claims court where jurisdiction and venue over us and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out by U.S. Mail to**Q2 Software, Inc., 10355 Pecan Park Blvd., Austin, TX 78729**. The notice must be sent within the later of thirty (30) days of your first use of the Service or within thirty (30) days of changes to this Section; otherwise

you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this Section. If you opt-out of these arbitration provisions, we also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Service will be deemed to be your irrevocable acceptance of these Terms and any changes/updates to this Section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute, or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, we and you agree to waive, to the fullest extent allowed by law, any trial by jury.

(w) Assignment. These Terms and your access and use of the Service is not assignable, transferable or sublicensable by you except with Q2's prior written consent. Q2 may transfer, assign or delegate these Terms and its rights and obligations without consent.

(x) Miscellaneous. If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms. If Q2 does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Q2 has the benefit of under any applicable law), this will not be taken to be a formal waiver of Q2's rights and that those rights or remedies will still be available to Q2. All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of these Terms. These Terms represent the entire understanding and agreement between you and Q2 regarding the subject matter of the same and supersede all other previous agreements.

I. Digital Wallet Terms of Use

1. Introduction

These Digital Wallet Terms of Use (the “Terms”) apply when you enroll your First Citizens Bank Visa® credit card or debit card (individually and collectively, the “Card”) in an online payment tool such as an app, online website or service, or software program owned by us or by a third party that stores virtual versions of debit and credit cards for making transactions electronically without presentment of the physical card, often called a wallet,

e-wallet or digital wallet ("Digital Wallet"). In these Terms, the words "you" and "your" refer to the cardholder of the Card and any authorized users who have added a Card to a digital wallet. The terms "First Citizens Bank," "we," "us" and "our" refer to First-Citizens Bank & Trust Company. By enrolling your Card in a Digital Wallet, you agree to abide by these Terms. Please read the Terms carefully and keep a copy for your records.

2. Adding Your Card to a Digital Wallet

You may add your eligible Card to a Digital Wallet by either following our instructions as they appear on our proprietary platform (e.g. mobile app or website) by the following the instructions of the Wallet Provider. "Wallet Provider" means a third party provider of a Digital Wallet or First Citizens Bank, if First Citizens Bank directly provides the Digital Wallet. Your Card may not be eligible for enrollment if your underlying account is not in good standing. We may also limit the types and number of Cards you may enroll with your Wallet Provider at any time, and we may also ask you to participate in an identification and verification process for token assurance in connection with your enrollment. Enrollment and use of your Card with a Wallet Provider will allow you to use your Card to enter into transactions where a Digital Wallet is accepted. To remove a card from your Digital Wallet, contact the Wallet Provider.

3. Your Other Account Agreements That Govern Your Card Do Not Change

In addition to these Terms, your underlying Card account continues to be subject to the terms and conditions of any other account agreement between you and First Citizens Bank that govern your Card. These other account agreements include, but are not limited to, the First Citizens Bank Deposit Account Agreement (for debit cards) and the First Citizens Bank Credit Card Cardholder Agreements (for credit cards). The terms and conditions of these agreements do not change when you add your Card to a Digital Wallet. The Digital Wallet simply provides another way for you to use your Card to make purchases.

4. Fees

We do not charge you any additional fees for adding your Card to a Digital Wallet or using your Card through a Digital Wallet. However, your device provider, Wallet Provider, and/or any other third parties such as wireless carriers or data service providers may charge you fees for using a Digital Wallet to access your Card account.

5. Responsibility for the Digital Wallet

We are not the provider of a Digital Wallet, and we are not responsible for providing a Digital Wallet service to you. We are only responsible for supplying information securely to your Wallet Provider to allow usage of your Card in the Digital Wallet. We are not responsible for

the performance or non-performance of a Digital Wallet or any third parties regarding any agreement you enter into with a Wallet Provider or related third-party relationships that may impact your use of a Digital Wallet.

6. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF YOUR CARD THROUGH A DIGITAL WALLET IS AT YOUR SOLE RISK. ACCESS, USE AND MAINTENANCE OF A DIGITAL WALLET DEPENDS ON THE WALLET PROVIDER'S SERVICES AND THE NETWORKS OF WIRELESS CARRIERS. FIRST CITIZENS BANK DOES NOT OPERATE ANY DIGITAL WALLET AND HAS NO CONTROL OVER THEIR OPERATIONS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR THERWISE AFFECT THE FUNCTIONING OF A DIGITAL WALLET, SUCH AS UNAVAILABILITY OF YOUR WALLET PROVIDER'S PAYMENTS SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS OF WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. FIRST CITIZENS BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM ENROLLING YOUR CARD IN A DIGITAL WALLET, OR FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE TERMS DUE TO THE OCCURRENCE OF AN EVENT BEYOND OUR CONTROL (INCLUDING WITHOUT LIMITATION FIRE, FLOOD, POWER OUTAGE, ACTS OF GOD, GOVERNMENT OR CIVIL AUTHORITY, CIVIL OR LABOR DISTURBANCE, WAR, RIOTS, OR THE FAILURE OF OUR SERVICE PROVIDERS TO PERFORM).

7. Your Privacy and Security

Your privacy and the security of your confidential information are important to us. The terms of our Privacy Notice (available online at https://www.firstcitizens.com/privacy-security) applies to your use of your Card in a Digital Wallet. However, use of a Digital Wallet involves the electronic transmission of personal information through third party connections, and because we do not operate or control these connections we cannot guarantee the privacy and security of these data transmissions. You agree that we may share your information with third parties such as Visa, Inc. and your Wallet Provider in order to provide the digital wallet service you have requested. We do not control the privacy and security of any of your information that may be held by your Wallet Provider. You are responsible for maintaining the confidentiality of any of your credentials or any other means you may use to access your Digital Wallet. Consult your Wallet Provider's privacy policy for details on how they use your data.

8. Amendment, Termination or Suspension of Service

We may in our sole discretion change these Terms, and modify, terminate or suspend your Card's access to a Digital Wallet. We will provide notice to you only if required by law. When we make changes to the Terms, we update the Terms on firstcitizens.com on or before the effective date of any such changes to the Terms unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event the Terms will be updated within a commercially reasonable period of time. Your enrollment and continued use of your Card in a Digital Wallet indicates your agreement with any changes. You may suspend your responsibilities under these Terms at any time by removing your Card from the Digital Wallet in which you have enrolled. Notwithstanding the preceding paragraph, no termination of your participation in this service or any part thereof will affect your liability or obligations accruing prior to termination of any provisions of the Terms that, by their nature or by express provision, are intended to survive termination. Each time you use or allow others to use your Card, you confirm your continuing agreement to abide and be bound by the Terms as in effect at that time.

9. Indemnification

You shall indemnify and hold First Citizens Bank, its holding company, affiliates, subsidiaries, shareholders, directors, officers, employees, agents, licensors and service providers, harmless from and against any and all third party claims, demands, liability, damages, expenses and costs (including reasonable attorneys' fees) due to or arising out of any breach of these Terms or any use of your Card through a Digital Wallet, whether that breach or use be committed or initiated by you, your authorized users or any other person using your Digital Wallet or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We may employ counsel of our choice to defend and control any such matter subject to indemnification by you. You have the right, at your expense, to employ separate counsel to participate in such matter on a non-controlling basis.

10. Notices

As a condition to enrolling your Card account in a Digital Wallet, you consent to receive messages on your device from us as a means to relay important account information or information about the use of your Card in a Digital Wallet. You also agree to receive notices and other communications from us by email to the email address on file for the relevant Card account. You agree to update your contact information with us when it changes.

11. Questions and Disputes

If you have any questions concerning your Digital Wallet, please contact your Wallet Provider. For questions or disputes concerning your Card account, please call the First Citizens Bank Customer Care Center at 1.888.323.4732. Disputes arising out of or relating to these Terms will be subject to the dispute resolution procedures outlined in your underlying account agreements.

J. Miscellaneous

1. Transaction Limitations

For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of the various transactions you can perform using Digital Banking. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to whom you may direct a payment through Digital Banking.

2. Accuracy of Information

Account information you obtain through Digital Banking may not always be accurate or current. In addition, the balance in your Accounts may change at any time as we process items and fees against your Accounts; therefore, the information provided to you through Digital Banking may become quickly outdated. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing or updating account information available in Digital Banking, or for any actions you take in reliance on any such information as provided.

You are responsible for the accuracy of your data entry and use of Digital Banking when accessing Accounts and conducting transactions. We are not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system, or application software.

3. Overdrafts

If a transaction you initiate using Digital Banking overdraws your Account, overdraft fees may apply. Please refer to the Deposit Account Agreement, the Disclosure of Products and Fees and any related Addenda for additional information on overdrafts and NSF items.

4. Our Liability for Failure to Make Transfers

We will use our best efforts to comply with your instructions regarding transfers and payments. However, we will incur no liability (and no obligation as to late charges) if we are unable to complete any of your transfer or Payment Instructions due to the existence of certain circumstances. If you have consumer accounts connected to Digital Banking,

please refer to the Regulation E Disclosures in your Deposit Account Agreement, and in particular the section entitled**"Our Liability for Failure to Make Transfers,"**for important information about limitations on our liability.

5. Liability for Loss of Data or Erroneous Data

Each party will bear the liability or the risk of any error or loss of data, information, transactions, or other losses which may be due to the failure of their respective computer system or third-party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system or Mobile Device, including but not limited to damage or loss resulting from date-related problems.

6. Fees and Charges

a) Our Fees

When you make transfers or payments from a designated Account, we will generally charge the debit and any related fees against that Account. You agree, however, that we may charge such debits and fees, and all other fees and charges relating to Digital Banking for business, against your Billing Account. All fees will be charged in accordance with the terms of the applicable Disclosure of Products and Fees and any applicable addenda or the Digital Banking Fee Schedule. We reserve the right to change any fees and charges at any time, and we will provide you with any notice required by law of any changes to our fees and charges. If neither your designated Account from which you initiate a transfer or payment nor your Billing Account has 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 the Deposit Account Agreement. Any applicable fees will be charged regardless of whether you use a service during the billing cycle.

b) Third Party Fees

You understand that other agreements you may have with unaffiliated Third Party Service Providers may include fees, limitations, and restrictions that might impact your use of Digital Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Digital Banking, receiving or sending text messages, or other use of your Mobile Device to access Digital Banking), and you agree to be solely responsible for all such fees, limitations and restrictions.

7. Cancellation or Termination of Digital Banking and/or Digital Banking Services

You may cancel your Digital Banking Account, or any of its individual Services, by giving us at least 10 days prior notice by telephone or in writing. You may also do so in-person at one

of our branch offices, by calling or emailing us via the Digital Banking Message Center, or by calling or writing to us using the contact information provided in the Bank Contacts section at the end of this Agreement. You will not be entitled to a refund of any prepaid fees or charges. You must tell us your name, address, and the effective date of your cancellation. If you are a business and you wish to cancel yourACHOrigination or Wire Transfer service, you must contact Business Support.

We can refuse Digital Banking Services to anyone, change the terms of this Agreement, and/or modify Digital Banking or its Services and features at any time and without notice to you. Except as otherwise required by law, we may also, in our sole discretion, terminate or suspend all or part of your Digital Banking Account or Services at any time without prior notice, with or without cause, and without liability to you.

If you withdraw your consent to receive electronic disclosures and communications regarding Digital Banking, this Agreement will automatically terminate at the effective time of your withdrawal of consent. If more than one person can access an account through Digital Banking, we reserve the absolute right to terminate all Digital Banking access to the account upon the request of the account owner, any account co-owner, or any other individual authorized to access the account. In addition, our Service Providers through which we offer various Digital Banking Services may terminate your access to Digital Banking and/or any of its Services without prior notice to you, with or without cause.

Neither your cancellation nor our termination or discontinuation of your Digital Banking Account or its Services shall affect your liability or obligations that have accrued prior to the date of cancellation or termination under any of the provisions of this Agreement which, by their nature or by express provision, are intended to survive cancellation and termination. You will remain liable for payments, transfers, and other transactions in process and for the payment of any accrued fees and charges.

8. Notices

Any notice we give you concerning Digital Banking and/or your Accounts is effective (i) when we send you a Secure Message in the Digital Banking Message Center or an email to your email address of record, (ii) when you access or use Digital Banking after the effective date of a notice that is posted on our web site on or near the login page, or (iii) when we mail or deliver the notice to you at the mailing address we have for you in our account records.

When applicable, we will send you notices in accordance with Regulation E and/or the Electronic Fund Transfers Act, which both govern consumer accounts. Any notice we send you will be deemed to have been received by you at the earlier of (i) your confirmation of

receipt, or (ii) within three days of being sent. If any of your Accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all.

You agree that we may send you by means of an Electronic Message any information we are required by law or regulation to provide you. We do not provide paper copies unless required to do so by law or regulation. A notice that alerts you to availability of a disclosure on an Internet web site and provides you with the web site address of the disclosure, in lieu of sending you the entire disclosure, will be sufficient notice, absent a legal restriction.

9. Change of Information

You agree to notify us promptly of any change in your personal or business information, including your mailing address, physical address, email address, telephone number, and Mobile Device text number, as this information is relevant to Digital Banking, including being used to deliver certain alerts to you. Please notify us by callingFCDirect or Business Support, as applicable. If you cannot reach us by telephone, you may write to us using the contact information provided in the Bank Contacts section at the end of this Agreement. You also may change your email address by updating it in the "Profile and Preferences" tab in Digital Banking.

10. Joint and Several Liability

If any one or more of your deposit accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Digital Banking to access the Account(s). This joint and several liability shall extend as well to any line of credit accessed through any such Account.

11. Monitoring

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted via Digital Banking for security, legal, compliance, fraud, and related purposes.

12. Service Providers - Third Party Beneficiaries

You agree that our Service Providers may rely upon your agreements, representations and warranties in this Agreement, and such Service Providers are third party beneficiaries of such agreements, representations, and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

13. Interruption of Service

We make no representation or warranties that any of the Digital Banking Services and features will be uninterrupted or error free. We may on a regular basis perform

maintenance on our equipment or system which may result in errors or interrupted service on Digital Banking. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of any interruptions and maintenance-related changes but cannot guarantee that such notice will be provided.

We shall not be liable for any failure of ours or of our Service Providers to perform our obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation fire, flood, power outage, acts of God, government, or civil authority, civil or labor disturbance, war, or riots). Our sole obligation to you arising out of (i) the non-availability of Digital Banking, or (ii) an interruption or delay in providing Digital Banking or any of its Services shall be to use commercially reasonable efforts to resume such Services.

14. Warranties

WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING DIGITAL BANKING, ANY OF THE SERVICES OR FEATURES ACCESSED THROUGH DIGITAL BANKING,PFMSOFTWARE, WEB BROWSERS,APPSACCESSED THROUGH THE INTERNET, OR ANY INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT REQUIRED BY LAW. ALL IMPLIED WARRANTIES ARE DISCLAIMED.

IN NO EVENT SHALL ANY LICENSOR OR SERVICE 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. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF DIGITAL BANKING. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF DIGITAL BANKING WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF DIGITAL BANKING AND THE DIGITAL BANKING SERVICES IS AT YOUR SOLE RISK. DIGITAL BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR IN CONNECTION WITH THE USE OF DIGITAL BANKING IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE OR OUR SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE.

15. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE OUR, AND OUR SERVICE PROVIDERS,' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH YOUR USE OF DIGITAL BANKING. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, IN NO EVENT SHALL THE BANK, ITS HOLDING COMPANY, AFFILIATES, SUBSIDIARIES OR SERVICE PROVIDERS, OR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR 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, DIGITAL BANKING, AND/OR ANY SERVICE YOU MAY ACCESS OR OBTAIN THROUGH DIGITAL BANKING, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF DIGITAL BANKING AND/OR ANY OF ITS SERVICES AND FEATURES (INCLUDING ANY SOFTWARE OR MATERIALS SUPPLIED IN CONNECTION WITH DIGITAL BANKING) SHALL BE FOR US TO USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

16. Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND/OR COSTS OF EVERY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF DIGITAL BANKING, OR THE USE OF DIGITAL BANKING BY ANY OF YOUR CO-ACCOUNTHOLDERS, REPRESENTATIVES, USERS OR ANY OTHER INDIVIDUAL WHOM YOU HAVE PERMITTED TO USE YOUR DIGITAL BANKING, OUR RELIANCE ON YOUR PAYMENT OR TRANSFER INSTRUCTIONS, YOUR BREACH OF THIS AGREEMENT, THE PERFORMANCE OR NON-PERFORMANCE OF OTHER FINANCIAL INSTITUTIONS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

17. 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.

18. Entire Agreement

This Agreement and any referenced agreements (including any exhibits) are the entire agreement between you and us with respect to Digital Banking and all of its Services and features. These agreements supersede any marketing or other similar material pertaining to such Services whether delivered to you in writing, verbally or obtained on our Internet web site or the site of an Internet service.

19. Severability

If any provisions of this Agreement are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

20. 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 or 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.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and applicable federal law.

22. Copyrights and Usage Obligations

The content and information on our Digital Banking site and any application is copyrighted by First-Citizens Bank , Trust Company, and the unauthorized reproduction, distribution of or creation of derivative works from any portions is prohibited.PFMsoftware and web browsers are owned and licensed by the applicable vendor and are not provided by First Citizens Bank.

Digital Banking is for your use only. You agree not to resell or make commercial use of Digital Banking. You are permitted to use content delivered to you through Digital Banking or any of its Services only in connection with your proper us of these Services. We reserve the right to block your access to Digital Banking if we or our Service Providers have reason

to believe you are misusing Digital Banking or otherwise not complying with this Agreement.

You agree not to use Digital Banking or the content or information delivered through Digital Banking in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in Digital Banking software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Banking to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our Service Providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to Digital Banking, (ix) interfere with or disrupt the use of Digital Banking by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

K. Terms Specific to Consumer Accounts Accessed through Digital Banking

1. Consumer Protections Under the Electronic Funds Transfer Act (Regulation E)

The consumer protection provisions of the federal Electronic Fund Transfer Act and the Bureau of Consumer Financial Protection's (**"CFPB")**Regulation E apply only to Electronic Fund Transfers involving consumer checking and savings accounts established primarily for personal, family or household purposes. If your Account is owned by an entity other than a natural person or was established primarily for business, commercial or agricultural purposes, then any Electronic Fund Transfer initiated or processed through Digital Banking will be considered an "authorized use," and your liability for any Digital Banking transaction relating to that Account will be unlimited, notwithstanding the provisions of the federal Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we may send you. You will be fully responsible for the security of your Security Credentials and any cards issued in connection with such Account, whether the transaction or the use of the Security Credentials or cards is authorized or unauthorized.

2. Preauthorized Electronic Fund Transfers

a) Consumer Right to Stop or Change Preauthorized Electronic Fund Transfers and Payments

If you have told us in advance to make preauthorized recurring payments or transfers out of your Account, you can stop or change these payments or transfers by following the procedures outlined below:

b) Changing or Cancelling Payment Instructions Initiated Through Bill Pay

You may change or cancel Payment Instructions initiated on Bill Pay by following the directions under the "Bill Pay" tab. However, once Bill Pay has started processing a payment, the payment cannot be changed or canceled, and you must submit a stop payment request in the manner provided under the "Bill Pay" tab or in the Deposit Account Agreement.

c) Changing or Cancelling Transfers

You may change or cancel any instructions you have given us to transfer funds from one of your Accounts to another using one of our Digital Banking transfer services if you enter and transmit your change or cancellation instructions (and we receive your revised instructions) through Digital Banking**at any time prior to the time we actually begin executing your transfer instructions.** Alternatively, you may change or cancel funds transfer instructions if you call or write us in time for us to receive your change or cancellation instructions at least three Business Days before the scheduled date of the transfer. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. Standard service charges apply for each change/stop payment order requested. To call or write us, use the information provided in the Bank Contacts section at the end of this Agreement.

d) Right to Receive Notice of Varying Amounts

If you have provided preauthorization to another party to debit funds from your Account on a recurring basis, and the transfers vary in amount, the party you are going to pay should tell you, at least 10 days before each transfer, when the transfer 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.

e) Failure to Stop Payment of Preauthorized Transfer

If you order us to stop a preauthorized transfer at least three Business Day before the transfer is scheduled, 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.

3. Liability for Unauthorized Transfers

a) Your Liability

Tell us **AT ONCE** if you believe any of your Security Credentials orATMor debit cards (**"Cards"**) have been lost or stolen or that someone, without your permission, has transferred or may transfer money from your Account, including a transfer made using the information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum amount of any line of credit (such as a Checkline Reserve or EquityLine) or savings account linked to your Account for overdraft protection transfer purposes.

If you believe one or more of your Security Credentials or Cards has 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 for unauthorized transactions using your Card. If you do NOT tell us within two Business Days after you learn of the loss or theft of your Security Credentials or Card, and we can prove we could have stopped someone from using your Security Credentials or Card without your permission if you had told us, you could lose as much as $500 for the unauthorized transactions. Losses could include not only the money in your Account, but also advances on any credit line associated with your Account.

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 all transfers and payments you initiate through Digital Banking. If your statement shows transfers that you did not make, including those made by use of your Security Credentials or Cards, tell us at once. If you do not tell us within 60 days after the statement documenting the transfer was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you believe any of your Security Credentials or Cards have been stolen, or if you believe a transfer has been made using information from your check without your permission, CALL US IMMEDIATELY atFCDIRECT using our toll-free number. If you cannot reach us by telephone, you may write to us using the contact information provided in the Bank Contacts section at the end of this Agreement. Please refer to the Regulation E Disclosures in your Deposit Account Agreement, and in particular the section entitled **"Your Liability for Unauthorized Transfers,"** for important information about your rights and obligations in the event of unauthorized transfers from your consumer account.

b) Errors and Questions

If you think your statement or any account or transaction information reflected on Digital Banking is wrong or if you need more information about a listed transfer CALL US IMMEDIATELY atFCDirect. If you cannot reach us by telephone, you may write to us using the contact information provided in the Bank Contacts section at the end of this Agreement. Alternatively, you may visit your local branch.

We must hear from you no later than 60 days after we make available to you the FIRST statement on which the problem or error appeared. When you notify us: (i) tell us your name and account number, (ii) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is an error or why you need more information, and (iii) tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you follow up your oral notice or questions in writing. If we require written notice, we must receive this writing within 10 Business Days of your oral notice. Please refer to the Regulation E Disclosures in your Deposit Account Agreement in the section entitled**"Error Resolution"**for important information about your rights and our obligations with respect to resolving errors or questions about your Electronic Fund Transfers.

L. Bank Contacts

Mailing Address (for both business and consumer accounts):

First Citizens Bank

Customer Care Center DAC 54

PO Box 27131

Raleigh, NC 27611-7131

Telephone/Email:

Consumer/Personal Accounts

FCDirect

888-FC DIRECT (888-323-4732)

Automated system available 24 hours a day, 7 days a week

To reach a customer service representative, please see www.firstcitizens.com for call center hours of operation.

FCDirect@FirstCitizens.com

Business Accounts

Business Support

866-FCB 4BIZ (866-322-4249)

Automated system available 24 hours a day, 7 days a week

To reach a customer service representative, please see www.firstcitizens.com for call center hours of operation.