



DIGITAL SERVICES AGREEMENT

(Formerly known as Online Banking Service Agreement)

Effective July 25, 2025

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Introduction

This Digital Services Agreement (this “**Agreement**”) is between you and PNC and governs the services available in PNC Online Banking and Mobile Banking, which are referred to individually as a “**Service**” and collectively as the “**Services**” or “**Digital Services**.” By enrolling in and accessing the Digital Services, or by accessing or permitting another to access the Digital Services on your behalf or using your UserID and password, you agree to this Agreement, which incorporates any instructions or other terms provided within the Website for Online Banking or the Mobile app, or any other terms provided to you that relate to (the “**Digital Services**”). This Agreement is in addition to any agreement (including related fee schedules and disclosures) governing any PNC Eligible Account (an “**Account Agreement**”). For example, if you have included your PNC checking account within your Digital Services, your use of the digital services does not affect the terms and conditions of the Account Agreement for that checking account. You should review each Account Agreement for any applicable fees, limitations of the number of transactions you can make, and other terms and or conditions that might impact your use of the Digital Services. In the event of a conflict between this Agreement and any Account Agreements may be available on pnc.com. If you need a copy of your Account Agreement visit a PNC branch or [Contact Us](#).

This Agreement applies to account access through Financial Management Software, including the Web Connect or Express Web Connect services offered through Quicken® or QuickBooks®; it does not apply to the Direct Connect service through Quicken or QuickBooks.

Your communications, as well as any actions, transactions, and activity within, through or otherwise related to the Digital Services may be recorded, monitored, and reviewed by PNC and our third-party vendors, including for quality, training, fraud detection and prevention, security, and support purposes.

YOUR ATTENTION IS DRAWN TO ANY ARBITRATION PROVISIONS IN YOUR ACCOUNT AGREEMENT(S). YOUR USE OF THE DIGITAL SERVICES IS SUBJECT TO ANY DISPUTE RESOLUTION PROVISIONS GOVERNING YOUR ELIGIBLE ACCOUNTS. IF A DISPUTE ARISES BETWEEN US, YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH ARBITRATION, RATHER THAN THROUGH JURY TRIAL.

Please review this Agreement carefully and keep a copy for your records. Note that different provisions will apply based on whether you are using Digital Services as a Consumer or Business.

Definitions

Throughout this Agreement, unless stated otherwise, the following terms will have the meanings set forth below:

- “**Authorized Representative**” means a person with authority (actual or apparent) to take action or make decisions with respect to an Eligible Account or a Digital Service. This definition includes any person (1) who has actual or apparent authority to access, manage, administer, or transact business for an Eligible Account or a Digital Service, regardless of whether that person has signed a signature card or other relevant documentation or (2) who is a Delegate.
- “**Billing Account**” means the account(s) you have designated to be charged for certain fees and charges associated with the Digital Services.
- “**Business**” means any person or entity other than a Consumer with an Eligible Account where the Digital Services are requested.
- “**Business Day**” means every day except Saturday, Sunday, and federal holidays.
- “**Consumer**” means a natural person (not a business or other entity) with an Eligible Account for which the Digital Services are requested primarily for personal, family, or household purposes.

- **“Delegate”** means an Authorized Representative who has been granted access to the Digital Services through the Account Delegation Service.
- **“Eligible Account”** means each PNC account that you own or have applied for that is accessible through the Digital Services. Eligible Accounts include deposit accounts, loans, credit cards, lines of credit, investment products, securities accounts, brokerage accounts, rewards accounts, and other products or accounts you have with us. An Eligible Account may be an account owned by either a Consumer or a Business. Some Digital Services are available for only certain types of Eligible Accounts.
- **“Eligible Mobile Number”** means a valid U.S. mobile phone number associated with a device that has service provided by a mobile network operator. A non-U.S. mobile number may be considered an Eligible Mobile Number for one-time passcodes described in [One-Time Passcode](#). For security reasons, Voice-Over-IP (VOIP) phone numbers are not considered Eligible Mobile Numbers. We reserve the right, in our sole discretion, to determine whether a number is an Eligible Mobile Number and to reject a submitted number.
- **“ET”** means Eastern Time. **CT** means Central Time.
- **“External Account”** means an account you own that is held at another U.S. financial institution.
- **“Financial Management Software”** means Quicken®, QuickBooks® Desktop Software, and other software we may identify on the Website.
- **“Interested Party(ies)”** means one or more parties designated by you, such as family members, accountants, attorneys, and other trusted advisors.
- **“Mobile app”** means the software application through which customers can access Eligible Accounts and the Digital Services from a Mobile Device.
- **“Mobile Banking”** means the ability to access the Digital Services using a Mobile Device. The Digital Services may be accessed, for example, through mobile browsers and our mobile app(s), including our Mobile app. Not all Digital Services are available through Mobile Banking.
- **“Mobile Device”** means a piece of portable electronic equipment that can connect to the internet, such as a cell phone, smartphone, tablet, smartwatch, or other handheld or wearable device through which we permit you to access the Digital Services.
- **“Online Banking”** means the ability to access the Digital Services through the Website. Not all Digital Services are available through Online Banking.
- **“Service Provider”** means any company that we have engaged to render some or all of the Digital Services to you on our behalf.
- **“PNC”, “Bank”, “we”, and “us”** refer to PNC Bank, National Association, or any of its affiliates, when any of them have established an Eligible Account or provided a Digital Service.
- **“Website”** means all webpages used to access the Digital Services that are maintained by PNC or its Service. Website does not include any PNC website with its own separate agreement governing access.
- **“You”, “your”, and “yours”** refer to each Consumer or Business who is an owner of an Eligible Account and has enrolled in PNC’s Digital Services, as well as any authorized user, Delegate, or Interested Party.

Accessing Eligible Accounts and Digital Services

Accessing Eligible Accounts and Digital Services

You authorize PNC to provide access to your Eligible Accounts through the Digital Services. PNC, in its sole discretion, will designate both the type and number of Eligible Accounts that may be included in the Digital Services, and may change these designations from time to time. To the fullest extent permitted by law, PNC reserves the right to refuse to include any Eligible Account within the Digital Services.

Eligible Account types may change from time to time. Eligibility is based on factors such as account type, account status, and your relationship to the account. In our sole discretion, we will determine the Eligible Accounts for which any Service is available or applicable. From time to time, we may change the types of Eligible Accounts for which any Service is available or applicable. We reserve the right, to the fullest extent permitted by law, to refuse to make any Service available or applicable to any of your Eligible Accounts, even though the Service may be available or applicable to other Eligible Accounts of the same type. Not all Digital Services are available for or applicable to all types of Eligible Accounts.

Accounts Requiring Two or More Signatures; Waiver of Signature Requirement

By accessing an Eligible Account through the Digital Services, you waive any right you may have to require the Bank to verify two or more signatures before making payment from that Eligible Account, and you release the Bank from liability from any and all claims that arise from or relate to the Bank's payment of a transfer or electronic payment requested and authorized through the Digital Services by only one. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

Availability and Interruption of the Digital Services

Subject to the terms of this Agreement, you generally will have access to your Eligible Accounts through the Digital Services 24 hours a day, seven days a week. However, you acknowledge and agree that from time to time, the Digital Services may be delayed, interrupted, or disrupted periodically for an indeterminate amount of time due to internal or external factors including but not limited to, system maintenance, any inaccuracy, interruption, or delay in transmission by any internet service provider or telecommunications carrier you may use to access the Digital Services, or any interruption, disruption, or failure in the provision of the Digital Services, whether caused by strikes, power failures, equipment malfunctions, or other reasons. Sometimes the Digital Services may be unavailable due to system maintenance or circumstances beyond our control. During these times, you may [Contact Us](#), use a PNC Bank ATM, or visit a PNC Bank branch to obtain information about or access banking services related to your Eligible Accounts.

PNC and its affiliates shall not be liable for any claim arising from or related to the Digital Services caused by or arising out of any such delay, interruption, disruption, or similar failure. In no event will PNC, any affiliate, or any third-party Service Provider be liable for indirect, consequential, or special damages, including lost profits, arising from your use of the Digital Services, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence), or any other legal theory. THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY

THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE DIGITAL SERVICES.

Information Review and Images

You may use this Service to view information about Eligible Accounts, such as current balance information, posted transactions, and pending transactions, and to view images of certain documentation related to your Eligible Account(s). While PNC attempts to provide accurate and up to date information, we do not guarantee the availability, accuracy, or timeliness of the information presented. The information is sometimes subject to transmission of data from third parties. Such material is presented for informational purposes only and is not to be considered as official bank records, and they are not a replacement of your Eligible Account statements. PNC makes no warranties that the information presented or viewing on this Service will be uninterrupted, timely, or error-free.

Security

To access the Digital Services, you will need a User ID and password. From time to time, we may require you to utilize other types of security techniques, including for certain transactions. These security techniques may require special hardware, software, or third-party services. We also may offer additional, optional security techniques, such as a one-time passcode or a USB security key. You agree that use of your User ID and password and any other required security techniques will authenticate your identity and verify the instructions you provide to us.

User IDs and Password

The User ID and password you create must meet the standards we establish. In selecting your User ID and password, you should select a combination that is difficult to guess and is different from any other combination that you may have for other accounts you have with us or others. We may require you to change or update your User ID and/or password at any time.

One-Time Passcode

For text messages containing one-time passcodes sent to U.S. and Canada mobile numbers, we use short codes (5 or 6 -digit numbers). A list of our most commonly-used short codes may be found in the Security & Privacy Center within pnc.com. For one-time passcodes sent to mobile numbers outside the U.S. and Canada, we may use full 10 -digit numbers beginning with a 412 area code.

Consumer Obligations

You are responsible for protecting the confidentiality and security of your User ID and password. You should memorize your User ID and password, rather than writing them down and, where possible, change your password regularly. You agree to reveal the User ID and password only to individuals who are authorized signatories on each and every one of your Eligible Accounts. You understand that anyone who obtains your User ID and password can access your Eligible Accounts and may initiate payments or transfers to and from those accounts. If you permit any other person to use the Digital Services, your User ID and password, or other means to access your Eligible Accounts, you are responsible for all transactions the other person authorizes on any of these accounts and for all Digital Terms the other person signs or accepts while using the Digital

Services, and you understand that the other person will be permitted to access, view and/or revise account information, including information about controlling parties and beneficial owners. If you believe that your User ID and password or other means to access your account (including your Mobile Device) has been lost or stolen or that someone may attempt to use the Digital Services without your consent or has transferred money without your permission, the best way to minimize your loss is to [Contact Us](#) immediately, and we may require that you update your User ID and/or password to protect your account security. We may suspend or cancel your access to the Digital Services even without receiving such notice from you if we suspect your User ID and password are being used in an unauthorized or fraudulent manner. The unauthorized use of the Digital Services could cause you to lose all the money in your checking or savings accounts to which you have access, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection; see [Consumer Electronic Funds Transfer Disclosure Statement for Digital Services](#). for information about error resolution procedures for consumer accounts and what to do if you suspect an unauthorized person has access to your password for the Digital Services or someone has transferred or may transfer money from your account without your permission.

Business Obligations

You agree that we may send notices and other communications to the current address for your business shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. To prevent unauthorized access to your Eligible Accounts and unauthorized use of the Digital Services, you agree to maintain the confidentiality and security of your User ID and password, and to instruct all Authorized Representatives and Delegates to maintain the confidentiality and security of their User IDs and passwords. You agree to [Contact Us](#) immediately if you believe your User ID and password may have become subject to unauthorized use, and we may require that you update your User ID and/or password to protect your account security. We will have no liability to you for any unauthorized payment or transfer made using your User ID and password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your User ID and password even without receiving such notice from you if we suspect your User ID and password are being used in an unauthorized or fraudulent manner. You recognize that anyone possessing your User ID and password can access your Eligible Accounts and initiate transactions to and from those accounts. If you permit any other person to use the Digital Services, your User ID and password, or other means to access your Eligible Accounts, you are responsible for all transactions the other person authorizes on any of these accounts and for all Digital Terms the other person signs or accepts while using the Digital Services, and you understand that the other person will be permitted to access, view and/or revise account information, including information about controlling parties and beneficial owners. You agree that you are responsible for maintaining the confidentiality and security of all User IDs and passwords, and for implementing the necessary internal controls, balancing and reconciliation functions, and audit procedures, to protect the Digital Services and all your Eligible Accounts from theft or misuse. You are solely responsible for supervising all of your Authorized Representatives, including Delegates, and monitoring the actions they take on your behalf, whether or not we provide options through the Digital Services for monitoring or managing their authority.

Commercially Reasonable Security Procedures

We require the use of security procedures to authenticate certain requests, communications, or other instructions you transmit to us using the Digital Services. These security procedures are designed to assure

the authenticity of such requests, communications, or other instructions issued to us. You also understand that security procedures are not designed to detect errors in the content or transmission of a request, communication, or other instruction, and we assume no responsibility for doing so.

Our security procedures require you to provide your User ID and password and at least one of the following additional procedures: the use of (i) a one-time passcode as described above; (ii) your debit card information; (iii) a PIN or other personally identifying information; or (iv) a USB security key. You agree that the use of the User ID and password and any other procedures that we have established for the Digital Services constitutes a commercially reasonable security procedure for you. Except for additional rights and obligations relating to Eligible Accounts that are Consumer deposit accounts at PNC as described in Consumer Electronic Funds Transfer Disclosure Statement for Digital Services, you agree to be bound by all requests, communications, or other instructions to PNC that are initiated through the Digital Services and in compliance with this security procedure (including any transfer requests, electronic payments requests, stop payment orders, and, if applicable, payment orders and requests for cancellation or amendment of payment orders for ACH entries and wire transfers), regardless of whether you, a Delegate, or any Authorized Representative actually authorized the instruction. If any instruction initiated through the Digital Services and accepted by PNC in compliance with this security procedure contains any error, to the full extent allowed by law you shall be liable for, and shall indemnify PNC against any claims, losses, and expenses PNC may incur that arise from or related to the erroneous instructions. PNC's records demonstrating compliance with this security procedure will be deemed conclusive proof that the payment order received by PNC was authorized and that you are bound by those instructions.

Payments to PNC and Advances

Definitions

- **"Scheduled Payment"** is a transfer that has been scheduled through the Service to make a loan payment but has not begun processing.
- **"Scheduled Payment Date"** is the date selected when a transfer is scheduled to make a loan payment.
- **"Transfer Account"** is the designated Eligible Account or External Account from which transfers will be debited to make loan payments.
- **"Payment Instructions"** means the information provided by you to the Service for a transfer to be made (such as, but not limited to, account number, transfer amount, and Scheduled Payment Date) to make a loan payment.

Payments to PNC

You can use the Digital Services to transfer funds from a Transfer Account to one or more Eligible Accounts that are Consumer or Business credit cards, loans, mortgages, or line of credit accounts ("**Payments to PNC Service**"). You may use the Payments to PNC Service only:

- To pay Eligible Accounts that are Consumer or Business credit cards, loans, mortgage, or line of credit accounts;
- If the transfer is permitted by your external financial institution (if applicable); and
- If the transfer is permitted by law.

If you use Bill Pay to make payments to PNC lending accounts, any such payments will be governed by the terms in [Bill Pay](#).

Information Authorization

PNC reserves the right to obtain such additional information as we deem reasonably necessary. Once you are approved for the Payments to PNC Service, we may verify any External Account(s) that you add to the Payments to PNC Service from time to time. We may verify your External Account by employing external databases and services, or by requiring you to submit proof of ownership of the External Account. Other account verification methods may also be employed at the sole discretion of PNC, including account verification methods provided by our Service Provider(s).

Transfer Accounts

By using the Payments to PNC Service, you represent and warrant to PNC that you have the right to authorize and permit us to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct, and complete. You hereby authorize and permit PNC and our Service Provider(s) to use information submitted by you to accomplish these purposes and to configure the Payments to PNC Service to be compatible with the External Accounts.

You understand and agree that at all times your relationship with each External Account provider is independent of PNC and your use of the Payments to PNC Service. PNC will not be responsible for any acts or omissions by the financial institution or other provider of any External Account, including without limitation any modification, interruption, or discontinuance of any External Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN PNC IS EFFECTING AN EXTERNAL TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, PNC IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD-PARTY. YOU AGREE THAT PNC, ITS AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF:

- OUR INABILITY DUE TO THE ACTIONS OF A THIRD-PARTY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS;
- ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNTS;
- ANY CHARGES IMPOSED BY ANY PROVIDER OF THE EXTERNAL ACCOUNTS FOR FUNDS TRANSFERS; AND
- ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNTS.

Not all types of accounts are eligible for the Payments to PNC Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (e.g., 401k, IRA), savings, trusts, loans, custodial, business, corporate and other account types. PNC is not responsible for any costs or losses incurred from transfers that are not permitted under such restrictions by the provider of your External Account or those imposed by applicable law.

Payment Types and Limitations

Types of Payments

You may use the Payments to PNC Service to transfer funds to an eligible PNC lending account from another account held by you at PNC Bank or another U.S. financial institution. Payments may be scheduled to occur one time, for a future date, or on a specified recurring basis.

Dollar Amount of Payments

You may not make payments in excess of the current balance on your eligible PNC lending account. Further, if you enter an amount that exceeds your transfer limits, you will receive an error message. We reserve the right to change from time to time the dollar amount of the transfers you are permitted to make using the Payments to PNC Service. Without limiting the foregoing, in the event that your use of the Payments to PNC Service has been suspended and reinstated as provided herein (see [Suspension, Termination, and Reinstatement of Payments to PNC Service](#)), you understand and agree that your use of the Payments to PNC Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Payment Frequency

PNC may limit the number of payments that can be made by a customer within a lending cycle.

Initiating Payments

When PNC receives Payment Instructions through the Payments to PNC Service, you authorize us to debit your designated Transfer Account and credit funds to your PNC lending account. The payment will be effective as of the Scheduled Payment Date. It may take 1-3 Business Days from the Scheduled Payment Date for the payment to be reflected in the account activity page for your PNC lending account. For PNC credit cards and lines of credit, for a reasonable time after payment, we may delay making the principal payment amount available to re-borrow as part of the total available credit.

For payments from an Eligible Account (i.e., a PNC deposit account) to a PNC lending account, we will place a hold on the Eligible Account in the amount of the Scheduled Payment on the Scheduled Payment Date and debit the Eligible Account no later than the following Business Day.

For payments from an External Account to a PNC lending account, your External Account will be debited within 1-3 Business Days of the Scheduled Payment Date.

If we learn that you have insufficient funds in the Transfer Account from which you requested we send money, we may cancel the payment. If a payment occurs and you have insufficient funds in the Transfer Account, you may owe us for, and agree to promptly repay the amount of any shortfall. We may apply funds in your other accounts against the amount you owe us, or we may reverse any payment made which caused the shortfall.

It is your sole responsibility to provide the correct information to enable us to complete your payment, including but not limited to information concerning the "From Account," "To Account," dollar amount, and dates. PNC is not responsible for payments made to unintended accounts, or for the failure of a payment due to the input of incorrect information by you.

Payments Subject to the Rules of the Transfer Accounts

Additionally, all payments are subject to the rules and regulations governing the relevant Eligible Accounts or External Accounts that are used as Transfer Accounts. You agree not to effect any transfers from or to an Eligible Account or External Account that are not allowed under the rules or regulations applicable to such accounts.

Rejection of Payments

We reserve the right to decline to effect any payment, to submit Payment Instructions, or to carry out change or cancellation requests. We may at anytime decline to effect any payments that we believe may violate applicable law, or where there are not sufficient funds in your External Account to effect any requested payment.

Authorization

You authorize us to select any means to execute your Payment Instructions. You understand that to effect your Payment Instructions we utilize the Automated Clearing House (ACH), using applicable ACH Rules, to debit one of your accounts and credit another of your accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the External Account.

Suspension, Termination and Reinstatement of Payments to PNC Service

The Payments to PNC Service may not be available at all times. In the event that we at any time incur a problem with your use of the Payments to PNC Service, including without limitation a failure in attempting to debit any of your accounts or to collect with respect to any of your payments as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate a transfer or your right to use the Payments to PNC Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your Service by [contacting us](#) using any of the methods provided for under this Agreement. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Payments to PNC Service. In the event we agree to reinstate you, we reserve the right to initially reinstate your Payments to PNC Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you, based upon your subsequent usage of the Payments to PNC Service. PNC, in its sole discretion, may thereafter restore your ability to effect payments subject to such higher limits as may then be in effect (see [Dollar Amount of Payments](#)).

Documentation

You may access a list of external transfers effected or pending at any time within the Service. If a payment could not be completed, the failed status of the transaction will be displayed.

Errors

You understand that we must rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit Payment Instructions on your behalf. You understand that financial institutions receiving the Payment Instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, PNC reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of financial institutions holding External Accounts. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

No Unlawful or Prohibited Use

As a condition of using the Payments to PNC Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

We may modify or discontinue the Payments to PNC Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other user or any third-party. We may from time to time make available additional or new features to the Service, including but not limited to, a higher dollar limit service. You will be approved or declined or any such additional service at our sole discretion, and additional terms and conditions may apply. We reserve the right, subject to applicable law, to terminate your account within the Service and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or the rights of PNC, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of our services.

Security Procedures

You understand that the financial institution at which an External Account is maintained may contact us to verify the content and authority of Payment Instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institutions such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such External Account.

Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an External Account to accept funds and Payment Instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your External Accounts based solely on these communications.

Account Number Policy

If external Payment Instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

Joint Account Holder

By using the Payments to PNC Service, you confirm that, if any of your External Accounts is a joint account, your joint account holder has consented for you to use your External Accounts for the Service, if such consent is required.

Means of Transfer

You authorize us to select any means we deem suitable to provide your Payment Instructions to the applicable financial institution. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearinghouse (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the standard period of three (3) Business Days.

Our Liability

If we do not provide a transfer on time, if we cause an incorrect amount to be removed from an account, or if we cause funds from an account to be transferred to any account other than the account specified in the applicable funds Payment Instructions, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. PNC is not responsible or liable if your

financial institution's system fails, and we are unable to complete the transfer. Except as otherwise required by law, PNC shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part.

- You agree that your Payment Instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable External Accounts to make any transfer you request that we make on your behalf through the Payments to PNC Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the transfer and the transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the transfer would exceed the credit limit on any applicable overdraft line.
- You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a transfer or if the Website was not working properly and you knew about the breakdown when you started the transfer.

Your Right to Cancel a Payment

One-time payments that are requested to begin processing on the same or next available Business Day may or may not be cancelled, depending upon when the payment is requested and whether we have begun processing the payment. The status of a payment may always be verified within the Service. Generally, if a cancel option is displayed next to the payment, that particular payment may be cancelled. You may cancel a Scheduled Payment any time before the Scheduled Payment Date. If the payment is a recurring payment, then you may cancel the next payment in the series or the entire payment plan, as long as the request is received before the Scheduled Payment Date of the next recurring payment.

Failed Transactions

In using the Service, you are requesting PNC to make transfers for you from your Transfer Account. If we are unable to complete a transaction for any reason associated with your Transfer Account (for example, there are insufficient funds in your Transfer Account to cover the transaction, or your lending account is closed), the transaction will not be completed.

It is your responsibility to check the balance of the receiving account after a transfer has been made to confirm that such transfer occurred.

Your Liability for Unauthorized Transfers/Errors and Questions

For Eligible Accounts that are Consumer deposit accounts, PNC's Consumer Electronic Funds Transfer Disclosure Statement for Digital Services details your rights and obligations when an unauthorized transaction has occurred; see Consumer Electronic Funds Transfer Disclosure Statement for Digital Services. For an explanation of your rights and obligations for unauthorized transactions involving a line of credit, please also refer to your loan Account Agreement(s). If the unauthorized transfer originated in an Investment Account, please refer to your Investment Account Agreement for information concerning your rights and obligations.

Miscellaneous

You represent and warrant that you are who you claim to be; that you are the rightful owner of all User Content and the External Accounts linked for the purposes of the Payments to PNC Service; and that you are rightfully authorizing us to make transfers to and from your accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. PNC's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of PNC's right to subsequently enforce such provision or any other provisions of this Agreement.

Advances

You can use the Digital Services to advance funds from an Eligible Account that is a Consumer or Business credit card or line of credit account ("**Advances Service**").

Advance Types and Limitations

Types of Advances

You may use the Advances Service to transfer funds from an Eligible Account that is a Consumer or Business credit card or line of credit account to an Eligible Account that is a deposit account held by you at PNC. Advances from certain line of credit accounts may be referred to as draws.

Dollar Amount of Advances

You may not make advances in excess of the available cash advance limit on your PNC credit card account. You may not make advances in excess of the available credit limit on your PNC line of credit account.

Advances Frequency

PNC may limit the number of advances that can be made by a customer within a lending cycle.

Advances from Credit Card Account are Processed as a Cash Advance

An advance from your PNC credit card account will be processed as a cash advance and is subject to the terms of your credit card Account Agreement, including any cash advance fees that may apply. For information on specific credit card fees that apply to this transaction, please refer to your credit card Account Agreement or contact us at the number on the back of your card.

Initiating an Advance

When PNC receives your request for an advance, you authorize us to process such advance from your PNC credit card or line of credit account and credit funds to an Eligible Account that is a deposit account held by you at PNC. You understand and acknowledge that all requests for an advance will continue to be governed by the

terms of the applicable Account Agreement. In the event of a conflict between this Agreement and any Account Agreement, the terms of the Account Agreement will apply.

Rejection of Advances

We reserve the right to decline to effect any advance request. We may at anytime decline to effect any advance request that we believe may violate applicable law, or where there is not sufficient available credit on your line of credit account or remaining cash advance limit on your PNC credit card account.

Failed Advances

If we are unable to complete a requested advance for any reason associated with your Eligible Account (for example, where there is not sufficient available credit or remaining cash advance limit on your account or your account is closed), the advance will not be completed. It is your responsibility to check the balance of the receiving account after an advance has been made to confirm that such advance occurred.

Documentation

You may access a list of advances at any time within the Service. If an advance could not be completed, the failed status of the advance will be displayed.

Joint Account Holder

By using the Advances Service, you confirm that, if any of your credit accounts is a joint account, your joint account holder has consented to the advance, if such consent is required.

You Cannot Cancel an Advance

Advances from a credit card or line of credit account typically are immediately processed and reflected in the available balance of your PNC deposit account. Funds from advances scheduled before the cut off time on a Business Day typically will be immediately available for withdrawal and to pay checks and other withdrawal items that are presented to us for posting. Funds from advances scheduled after the cut off time or on a day that is not a Business Day typically will be immediately available for withdrawal. However, the funds will not be available to pay checks and other withdrawal items that are presented to us for posting until the next Business Day. You can view cut off times within the Service where you request an advance. **You won't be able to cancel or reverse an Advance once you submit the request.**

PNC Transfers and External Transfers

Definitions

- **"Scheduled Transfer"** is a transfer that has been scheduled through the Service but has not begun processing.
- **"Scheduled Transfer Date"** is the date selected when a transfer is scheduled.
- **"Transfer Account"** is the designated Eligible Account or External Account from which transfers will be debited.

- **"Transfer Instructions"** means the information provided by you to the Service for a transfer to be made (such as, but not limited to, account number, transfer amount, and Scheduled Transfer Date).

PNC Transfers (Deposit Accounts)

You may use the Digital Services to transfer funds between certain of your Eligible Accounts ("**PNC Transfer Service**"). Consumers may also transfer funds using eligible PNC Investment accounts.

Transfer Authorization

By providing PNC with Transfer Instructions, you authorize us to follow the Transfer Instructions that we receive through the system. When PNC receives a Transfer Instruction, you authorize us to debit/credit your accounts on your behalf.

Information provided to Us

You agree to provide true and accurate information to PNC.

Transaction limitations

We reserve the right to limit the amount you may debit from your Transfer Account for any given transaction. Additionally, we reserve the right to limit your use of this functionality by imposing limits, hold times, or other measures should we believe that suspicious activity has occurred or may occur or for any other reason in order to preserve the integrity of the Service. PNC reserves the right to verify any of the information you provide. Other account limitations are outlined in your various Account Agreements. PNC shall have the right to terminate your use of the PNC Transfer Service, reject or reverse any transactions you initiate, and/or restrict or condition your right to transfer or receive money at any time and for any reason, including, but not limited to:

- Excessive use;
- Using the Service (directly or indirectly) for any unlawful purpose; and/or
- Tampering, hacking, modifying, or otherwise attempting to corrupt the security or functionality of the Service.
- If, through no fault of ours, the Eligible Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account.
- The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
- You have not provided us with the correct information, including but not limited to the correct Eligible Account information.

Initiating transfers

When PNC receives a Transfer Instruction, you authorize us to debit your designated Transfer Account and credit funds to the receiving account. If a future-dated or recurring transfer scheduled to occur on a non-Business Day cannot process on the Scheduled Transfer Date, the transfer will be processed on the next Business Day following the Scheduled Transfer Date.

If we learn that you have insufficient funds in the Transfer Account from which you requested we send money, we may cancel the transfer. If a transfer occurs and you have insufficient funds in the Transfer Account, you

may owe us for, and agree to promptly repay the amount of any shortfall. We may apply funds in your other accounts against the amount you owe us, or we may reverse any transfer made which caused the shortfall.

It is your sole responsibility to provide the correct information to enable us to complete your Transfer Instructions, including but not limited to information concerning the From Account, To Account, dollar amount, and dates. PNC is not responsible for transfers made to unintended accounts, or for the failure of a transfer, due to the input of incorrect information by you.

Modifying or Deleting Transfer(s)

Same day transfers made to or from Eligible Accounts using our PNC Transfer Service may not be modified or deleted after you submit the transfer. A Scheduled Transfer may be modified or deleted until 3 a.m. ET on the Scheduled Transfer Date. The status of a transfer may always be verified within the Service. If a delete button is displayed within the transfer details box, then that particular transfer may be cancelled. You may cancel a Scheduled Transfer anytime before the Scheduled Transfer Date. If the transfer is a recurring transfer, then you may cancel the next transfer in the series or the entire transfer, plan as long as the request is received before the Scheduled Transfer Date of the next recurring transfer.

Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all Transfer Instructions you authorize using the Service. If you permit other persons to use the Service, your User ID, or your password or other means to access your Eligible Account(s), you are responsible for any transactions they authorize and understand that those persons will be permitted to access, view and/or revise account information, including information about controlling parties and beneficial owners, and that you are responsible for all Digital Terms the other person signs or accepts while using the Digital Services. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must [Contact Us](#) at once, and we may require that you update your User ID and/or password to protect your account security.

Your Liability for Unauthorized Transfers/Errors and Questions

For Eligible Accounts that are Consumer deposit accounts, PNC's Consumer Electronic Funds Transfer Disclosure Statement for Digital Services details your rights and obligations when certain unauthorized transactions occur; see [Consumer Electronic Funds Transfer Disclosure Statement for Digital Services](#). If the unauthorized transfer originated in an Investment Account, please refer to your Investment Account Agreement for information concerning your rights and obligations.

Disclosure of Account Information to Third Parties

The PNC Privacy Policy explains how we collect and protect personal information and how and why in certain cases we may share such information. Please review such disclosure, as well as the PNC Online and Mobile Privacy Policy, both found at www.pnc.com/privacy.

Service Fees and Additional Charges

Currently no fees are imposed for using the PNC Transfer Service. For all customers, your Eligible Account(s) are subject to fees and charges as outlined the schedule of service charges and fees. Your internet service provider and telephone companies may impose charges for the services they provide so that you may have internet access.

Failed Transactions

In using the Service, you are requesting PNC to make transfers for you from your Transfer Account. If we are unable to complete a transaction for any reason associated with your Transfer Account (for example, there are insufficient funds in your Transfer Account to cover the transaction, or your lending account is closed), the transaction will not be completed.

It is your responsibility to check the balance of the receiving account after a transfer has been made to confirm that such transfer occurred.

Cancellation or Suspension

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

Additional PNC Transfer Service Provisions for Businesses

We shall only be liable for our own negligence or misconduct and shall not be responsible for any loss or damage arising from or in connection with (a) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (b) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control including, but not limited to, any inoperability of communication facilities, system delays in effecting account postings, or other operational delays. The Business agrees to promptly examine all periodic statements of Eligible Accounts affected by transfers and any confirmations of transfers that we or other banks may send or make available to the Business, and to promptly notify us of any error, irregularity, or unauthorized transactions in accordance with the terms of your Account Agreement. We shall not be liable for any loss or damage arising from or in connection with any transfer reflected on such periodic statement or confirmation.

In no event shall we be liable for any consequential, incidental, special, or indirect losses, damages (including dishonor of checks or other items), or expenses (including attorneys' fees) which the Business incurs or suffers by reason of this Agreement, or the Online Banking for Business Service provided hereunder, whether or not the likelihood of such losses or damages was known by us.

Online Access and Instructions for Businesses

Authorized Representatives can obtain balance and posted transactions information on Eligible Accounts and can schedule recurring, one-time, or future-dated transfers of funds between Eligible Accounts, subject to the limitations on transfers and other terms set forth in this Agreement or in the applicable Account Agreement. Balance and activity information as of the close of the previous Business Day will normally be available by 10 AM ET / 9 AM CT the next day. Authorized Representatives can access Eligible Accounts through Online Banking for Business seven days a week. Any same-day or one-time transfer between Eligible Accounts initiated by an Authorized Representative will post to the Eligible Account, as disclosed within the Website for

Online Banking or the Mobile app. Any request, such as for a photocopy or stop payment, will be automatically forwarded to the appropriate transaction processing area for fulfillment. Any fees that are described in this Agreement or the Account Agreement will be applicable.

External Transfers (Deposit Accounts)

You can use the Digital Services to transfer funds between External Account and your Eligible Accounts ("**External Transfer Service**"). The External Transfer Service is offered by PNC Bank and its Service Provider, Fiserv, Inc. ("Transfer Service Provider"). External transfers may only be requested:

- Between deposit accounts that have the same owner(s) listed on both accounts, or between deposit accounts in which you have an ownership interest and/or the right to transfer funds;
- If the transfer is permitted by your external financial institution; and
- If the transfer is permitted by law.

When using External Transfers, you assume the risk that the transfer may be irrevocable.

Zelle®, wire transfers, and international transfers Services are governed by separate agreements.

Information Authorization

PNC and the Transfer Service Provider reserve the right to obtain such additional information as we deem reasonably necessary. Once you are approved for the Service, we may verify the External Accounts that you add to the Service from time to time. You authorize us to validate the External Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the External Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your External Accounts will never be less than the actual balance. Once the test transfer is complete, we may ask you to access your External Account to tell us the amount of the test credit or debit or any additional information reported by your bank or brokerage firm with this test transfer. We may also verify your External Accounts by employing external databases and services, or by requiring you to submit proof of ownership of the External Account. Other account verification methods may also be employed at the sole discretion of PNC and our Service.

User Content

Subject to PNC's Privacy Policy, you agree that PNC and the Transfer Service Provider may use, copy, modify, display, and distribute any information, data, materials, or other content (the "Content") you provide to or provide access to PNC for the purpose of using the Service, and you hereby give PNC a license to do so. By submitting Content, you represent that you have the right to license such Content to PNC for the purposes set forth in this Agreement.

Accounts

By using the Service, you represent and warrant to PNC that you have the right to authorize and permit us to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct, and complete. You hereby

authorize and permit PNC and the Transfer Service Provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the External Accounts.

You understand and agree that at all times your relationship with each External Account provider is independent of PNC and your use of the Service. PNC will not be responsible for any acts or omissions by the financial institution or other provider of any External Account, including without limitation any modification, interruption, or discontinuance of any External Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN PNC AND THE TRANSFER SERVICE PROVIDER IS EFFECTING AN EXTERNAL TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, PNC AND THE TRANSFER SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD-PARTY. YOU AGREE THAT PNC, ITS AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF:

- OUR INABILITY DUE TO THE ACTIONS OF A THIRD-PARTY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS;
- ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS;
- ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS FOR FUND TRANSFERS; AND
- ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other account types. PNC is not responsible for any costs or losses incurred from transfers that are not permitted under such restrictions by the provider of your External Account or those imposed by applicable law.

Communications

- **How to Withdraw Consent** - If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service.
- **How to Update Your Records** - You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your email address, in Online Banking.

Transfer Types and Limitations

Types of Transfers

You may use the Service to transfer funds to or from an eligible PNC account and another account held by you at another U.S. financial institution or to an investment account held by you at an approved brokerage firm with whom the Transfer Service Provider has an established relationship. Transfers may be scheduled to occur one time, for a future date, or on a specified recurring basis.

Dollar Amount of Transfers

You may not make transfers in excess of limits displayed within the Service. We reserve the right to change from time to time the dollar amount of the transfers you are permitted to make using the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see Suspension and Reinstatement of External Transfers), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Transfers Subject to the Rules of the Accounts

Additionally, all transfers are subject to the rules and regulations governing the relevant Transfer Accounts, whether held at PNC or elsewhere. You agree not to effect any transfers from or to an account that are not allowed, under the rules or regulations applicable to such accounts.

Initiating Transfers

When PNC receives a Transfer Instruction, you authorize us to debit your designated Transfer Account and credit funds to the receiving account. The cutoff time to make transfers on a given day is 1 a.m. ET on the next Business Day. For example, to schedule a transfer on Monday, you have until 1 a.m. ET on Tuesday morning to submit it. If a recurring transfer is scheduled to occur on a non-Business Day, the transfer will be processed on the Business Day prior to the Scheduled Transfer Date.

If we learn that you have insufficient funds in the Transfer Account from which you requested we send money, we may cancel the transfer. If a transfer occurs and you have insufficient funds in the Transfer Account, you may owe us for, and agree to promptly repay the amount of any shortfall. We may apply funds in your other accounts against the amount you owe us, or we may reverse any transfer made which caused the shortfall.

It is your sole responsibility to provide the correct information to enable us to complete your Transfer Instructions, including but not limited to information concerning the "From Account," "To Account," dollar amount, and dates. PNC is not responsible for transfers made to unintended accounts, or for the failure of a transfer, due to the input of incorrect information by you.

Rejection of Transfers

We reserve the right to decline to effect any transfer, to submit transfer instructions or to carry out change or cancellation requests. We may at any time decline to effect any transfers that we believe may violate applicable law, or where there are not sufficient funds in your Transfer Account to effect any requested transfer.

Authorization

You authorize us to select any means to execute your transfer instructions. You understand that to effect your transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, to debit your Transfer Accounts and credit another of your accounts.

When transferring funds to an External Account, once your Transfer Account has been debited, we credit the Transfer Service Provider's transfer account at the Transfer Service Provider's clearing bank. After the Transfer Service Provider and/or its clearing bank are reasonably certain that the debit will not be returned (in

most cases this is usually between 3 -4 banking days), the Transfer Service Provider will credit your External Account.

When transferring funds from an External Account, once your External Account has been debited, we credit the Transfer Service Provider's transfer account at the Transfer Service Provider's clearing bank. After the Transfer Service Provider and/or its clearing bank are reasonably certain that the credit will not be returned (in most cases this is usually between 3 -4 banking days), the Transfer Service Provider will credit your Eligible Account.

The sole purpose for the Transfer Service Provider's transfer account is to complete your transfer requests and for performing the services within the scope of this Agreement. The Transfer Service Provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize the Transfer Service Provider to collect from the account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To affect this collection, you understand and authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement. You understand and agree that in the event we are unable to execute your transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

- You represent and warrant that you are either the sole owner or a joint owner of the Eligible Account and the External Account and that you have all necessary legal right, power, and authority to transfer funds between the Eligible Account and the External Account. If you are a joint owner of the Eligible Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated same day, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found within Online Banking and Mobile Banking. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Account and remit funds on your behalf to the External Account designated by you and to debit your applicable account; or, as applicable, to (ii) credit your Eligible Account and remit funds on your behalf from the External Account designated by you and to debit your applicable account. You also authorize us to reverse a transfer from the applicable account if the debit is returned from the other account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or

block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (e.g., email, push notification).

Suspension and Reinstatement of External Transfers

The External Transfer Service may not be available at all times. In the event that we at any time incur a problem with your use of the Service, including without limitation a failure in attempting to debit any of your accounts or to collect with respect to any of your transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by [contacting us](#) using any of the methods provided for under this Agreement. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per- transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you, based upon your subsequent usage of the Service. PNC, in its sole discretion, may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see [Dollar Amount of Transfers](#)).

Documentation

You may access a statement of all external transfers effected or pending at any time by accessing transfer activity within the External Transfers Service. If a transfer could not be completed, PNC and/or the Transfer Service Provider, upon learning that the transfer has failed, will make a reasonable effort to complete the transfer. If the transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant account to learn more about the failure.

Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit transfer instructions on your behalf. You understand that financial institutions receiving the transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, PNC reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- You will reimburse PNC immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Transfer Account to allow the debit processing to be completed.
- PNC is authorized to report the facts concerning the return to any consumer reporting agency.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account. Although we will try to assist you in resolving any such problems,

you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

Proprietary Rights

You acknowledge and agree that PNC and/or the Transfer Service Provider own all rights in and to the External Transfer Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile any of PNC's and/or services or technology.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Prohibited use includes but is not limited to the following:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States).
- Payments that violate any law, statute, ordinance, or regulation.
- Payments that violate the [Acceptable Use](#) terms.
- Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or the Transfer Service Provider be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us of any violation in the Terms of this Agreement.

Service Changes and Discontinuation

We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice, without liability to you, any other user or any third-party. We may from time to time make available additional or new features to the Service, including but not limited to, a higher dollar limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We reserve the right, subject to applicable law, to terminate your account within the Service and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of PNC and/or the Transfer Service Provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of our services.

Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

Security Procedures

You understand that the financial institution at which an External Account is maintained may contact us to verify the content and authority of Transfer Instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institutions such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an External Account to accept funds and Transfer Instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

Account Number Policy

If external Transfer Instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

Joint Account Holder

By using the Service, you confirm that, if any of your accounts is a joint account, your joint account holder has consented or you to use your accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Means of Transfer

You authorize us to select any means we deem suitable to provide your Transfer Instructions to the applicable financial institution. These choices include banking channels, electronic networks, and funds transfer systems. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearinghouse (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the standard period of three (3) Business Days.

Our Liability

If we do not provide a transfer on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account specified in the applicable funds Transfer Instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. PNC is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, PNC shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part.

- You agree that your Transfer Instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable accounts to make any transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the transfer and the transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the transfer would exceed the credit limit on any applicable overdraft line.
- You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a transfer or if the Website was not working properly and you knew about the breakdown when you started the transfer.

Your Liability for Unauthorized Transfers/Errors and Questions

For Eligible Accounts that are Consumer deposit accounts, PNC's Consumer Electronic Funds Transfer Disclosure Statement for Digital Services details your rights and obligations when an unauthorized transaction has occurred; see Consumer Electronic Funds Transfer Disclosure Statement for Digital Services. For an explanation of your rights and obligations for unauthorized transactions involving a line of credit, please also refer to your loan Account Agreement(s). If the unauthorized transfer originated in an Investment Account, please refer to your Investment Account Agreement for information concerning your rights and obligations.

Your Right to Cancel a Transfer

One-time transfers that are requested to begin processing on the next available Business Day may or may not be cancelled, depending upon when the transfer is requested and whether the Transfer Service Provider has begun processing the transfer. You may view the status of a transfer within the Service. If a delete button is displayed within the transfer details box, then that particular transfer may be cancelled. You may cancel a Scheduled Transfer any time before the process date of the debit transaction. If the transfer is a recurring transfer, then you may cancel the entire transfer plan as long as the request is received before the process date of the next recurring transfer. Once a recurring transfer is cancelled, all future transfers will also be cancelled, and you must reschedule the recurring transfer if you want transfers to be made in the future.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS. YOU UNDERSTAND AND EXPRESSLY AGREE 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 DOWNLOADED OR OBTAINED 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 OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE PNC WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless PNC, the Transfer Service Provider, its affiliates, partners, officers, directors, employees, consultants, other Service Providers and agents from any and all third-party claims, liability, losses, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the External Transfers Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Accounts, of any intellectual property or other right of any person or entity.

Miscellaneous

You understand and agree that the Transfer Service Provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the accounts linked for the purposes of the Service; and that you are rightfully authorizing us to make transfers to and from your accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. PNC's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of PNC's right to subsequently enforce such provision or any other provisions of this Agreement.

Wireless carrier charges may apply to you or the recipient for text messaging services. Check with your wireless carrier for details regarding your specific wireless plan and any text messaging charges that may apply.

Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

Stop Payments Request

If you desire to stop any external transfer that has already been processed, [Contact Us](#). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

Bill Pay and eBills

Definitions

- **"Bill Payment Account"** the designated checking account(s) from which bill payments will be made.
- **"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.
- **"Due Date"** is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- **"Estimated Arrival Date"** is the day you would like your Biller to receive your bill payment. An Estimated Arrival Date that falls on a non-Business Day will be modified to be scheduled for the previous Business Day.
- **"Payee"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.
- **"Payment Instruction"** is the information provided by you through the Digital Services for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, Payee Amount, and Estimated Arrival Date).
- **"Scheduled Payment"** is a payment that has been scheduled through Bill Pay but has not begun processing.

Bill Pay

Introduction

You may use this Bill Pay Service ("**Bill Pay**") to pay your bills, view bills, and access your PNC accounts. Further details concerning Bill Pay are provided below. You agree to follow any instructions for how to use Bill Pay that are provided within the Digital Services. Bill Pay is offered by PNC through Fiserv, Inc. ("**Fiserv**"). PNC

and/or Fiserv reserves the right to deny enrollment in Bill Pay at any time or deny access to any account chosen for use in the Service for any reason at any time.

If you use the Payments to PNC Service to make payments to PNC lending accounts, any such payments will be governed by the terms in [Payments to PNC](#).

You hereby represent and warrant on behalf of yourself, and any person or organization for which you act, that you have the authority to conduct and make transactions pertaining to the Bill Payment Account and that all information you provide to us is complete, accurate, and current. In the event that we are unable to verify you or the information that you provided, or if a review of our information shows that you are not an authorized signer on the account, we may take corrective actions including holding payments, cancelling payments, and cancelling your service.

YOU MUST COMPLY WITH BILL PAYMENT SCHEDULING INSTRUCTIONS OR ASSUME ALL RISK PERTAINING TO FINANCE OR ANY OTHER CHARGES THAT THE PAYEE/MERCHANT MIGHT IMPOSE.

Bill Payment Scheduling

When scheduling payments, you must select a payment date in Bill Pay that is no later than the actual Due Date reflected on your Biller statement, unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a payment date that is at least one (1) Business Day before the actual Due Date. When scheduling payments, the service provides the earliest date that can be scheduled for each Biller depending on how the payment will be made - electronically or paper check. You may change the date shown for any Biller to a later business date of your choice when you schedule your payment. If the Biller requires a payment stub, coupon or remittance slip, additional time may be needed for the Biller to post payment to your account with the Biller, as Bill Pay does not provide such documentation. If you are aware that a Biller requires such documentation, you agree to submit that documentation separately and select a date in Bill Pay that is at least five (5) Business Days in advance of the Due Date. Occasionally, a Biller may choose not to participate in Bill Pay or may require additional information before accepting payments. The Service will work with these Billers to encourage them to accept electronic or check payments from the Service. If we are unsuccessful, or if we determine that the Biller cannot process payments in a timely manner, we may decline future payments to such Biller.

Bill Pay Guarantee

Due to circumstances beyond the control of Bill Pay, particularly with factors outside of PNC's control - including the handling, delivery, and settlement of payments by Billers or the Billers' financial institutions, transactions may settle earlier or later than the date you selected. For example, a payment sent to a Biller via paper check may be deducted from your Bill Payment Account earlier than the payment date you selected in Bill Pay. As long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement, Bill Pay will bear the responsibility for any late payment related charges should a payment post to your account with the Biller after the date you selected, as well as reimburse you for any fees associated with a check payment that settles prior to the date you selected in Bill Pay. If a mistake is made by Bill Pay, resulting in a late payment, Bill Pay may bear the responsibility for your direct losses or damages. You agree that you must Contact Us and provide us with the information necessary in order for us to review and provide reimbursement. Certain payments are not covered by this guarantee, as described further in this Section. This guarantee will not apply if a payment was misrouted or delayed because the

information you provided for the Payee was incorrect or incomplete. This guarantee may be modified or discontinued at any time.

Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives. We may impose a dollar amount limit on any individual payment you attempt to schedule ("**Individual Payment Limit**"). In the event that a payment you are attempting to schedule exceeds the Individual Payment Limit of the Service, you will be notified at the time you attempt to schedule the payment and will be asked to resubmit your request. Furthermore, the Individual Payment Limit may be modified by the Service from time to time, without prior notice. When the Service receives a Payment Instruction, you authorize the Service to debit your Bill Payment Account and remit funds on your behalf so the funds arrive as close as reasonably possible to the date selected by you in Bill Pay. Please note, payments may settle earlier or later than the date you selected. You also authorize the Service to credit your Bill Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and the Bill Pay Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Bill Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Bill Payment Account information, or the correct name, amount, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, interruption of telephone service, telecommunications facilities, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Bill Payment Account or causes funds from your Bill Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Bill Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include an electronic payment or a paper check. If the Service sends the payment electronically, the funds will be withdrawn from the Bill Payment Account on the date that you selected in Bill Pay.

Certain Payees are paid with a paper check, which is mailed via United States Postal Service (USPS) First-Class Mail. If the Service sends the payment by paper check, the check is mailed in advance of the date you

selected in Bill Pay in order to allow for sufficient time for the Payee to receive it. Funds remitted to the Payee via paper check will not be deducted from your Bill Payment Account until the paper check is presented to us for payment. In some instances, it is possible for a payment sent by paper check to be received by the Payee and presented to us for payment before the date you selected. Thus, the Bill Payment Account should have sufficient funds beginning a few Business Days before the date you select in Bill Pay and keep such funds available until the payment is deducted from the Bill Payment Account.

In some instances, the Service may initiate an electronic payment, but due to circumstances beyond PNC's control, that payment may be later converted to a payment via paper check. If, as a result, the payment settles earlier or later than the date you select and you incur fees, or incur late payment related charges with the Biller, PNC will reimburse you in accordance with the terms for this Service.

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment by following the directions within Website for Online Banking or the Mobile app. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited.

Stop Payment Requests

The Service's ability to process a stop payment request will depend on whether the payment is sent electronically or by paper check. The Service may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you wish to stop a payment before its payment date, but it no longer appears as a Scheduled Payment, please Contact Us to determine whether such payment can be stopped.

Your Liability for Unauthorized Transfers/Errors and Questions

for Digital Services details your rights and obligations when unauthorized electronic transactions occur using Bill Pay; see Consumer Electronic Funds Transfer Disclosure Statement for Digital Services. For an explanation of your rights and obligations for unauthorized transactions involving a line of credit, please also refer to your loan Account Agreement(s). If the unauthorized transfer originated in an Investment Account, please refer to your Investment Account Agreement for information concerning your rights and obligations.

Payments made outside of the US

Payments to Billers outside of the United States or its territories are prohibited through the Service.

Tax, Legal and Court Payments

Tax payments, payments to settle securities transactions, and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Guarantee does not apply when these types of payments are scheduled and/or processed by the Service.

Joint Accounts

If your Bill Payment Account is joint between you and one or more other person(s), then you consent to permit us to disclose any information concerning any pending payments or transactions to the co-owner(s) on the Bill Payment Account.

eBills / Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of Bill Pay's electronic bill options, you also agree to the following:

Information provided to the Biller

The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. You will need to contact the Biller directly for any changes. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites.

Activation

Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. Some Billers provide you with terms and conditions which may affect your request to receive electronic bills. You should read these terms and conditions. However, such terms and conditions are under the control of the Biller and not part of this Agreement. In some cases, we may obtain the electronic bill from the web site of the Biller. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide us this information, you authorize us to access the third-party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose.

Notification

The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within Bill Pay, the Service may send an e-mail notification to the e-mail address listed for your Bill Payment Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to Bill Pay and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills. Please be advised that you may be running software or have an Internet Service Provider (ISP) that attempts to block SPAM e-mail. Depending on the parameters that have been established, this may block the e-mail notification as part of the Bill Presentment Service, and it is your responsibility to work with your ISP and/or change the settings in your software to allow the e-mail notification process to function properly. This does not inhibit the presentation found within the Pay Bills on Bill Pay and therefore the status of your e-Bills can always be found within the Service.

Cancellation of electronic bill notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Payee(s) as to the change in status of your Bill Payment Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. If Digital Banking Services is suspended, terminated, or revoked, the e-Bill service will be cancelled.

Non-Delivery of electronic bill(s)

You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill

The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT BILL PAY IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS. YOU UNDERSTAND AND EXPRESSLY AGREE 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 DOWNLOADED OR OBTAINED 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 OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE PNC WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR

ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Failed or Returned Transactions

In using Bill Pay, you are requesting the Service to make payments for you from your Bill Payment Account. If we are unable to complete the transaction for any reason associated with your Bill Payment Account (for example, there are insufficient funds in your Bill Payment Account to cover the transaction), the transaction will normally not be completed. In the event we do allow a withdrawal for which there is not sufficient available funds, we may exercise all rights available to us under the "Withdrawals" and "Money Owed" sections of the Account Agreement.

The Bill Pay Guarantee does not apply to any of the transactions described in this paragraph.

Biller Limitation

PNC reserves the right to refuse to pay any Payee to whom you may direct a payment. PNC will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments

In using Bill Pay, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Bill Payment Account. You may receive notification from the Service. The Banking and Bill Pay Guarantee does not apply to any of the transactions described in this paragraph.

Information Authorization

Your enrollment in Online Bill Pay may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in Online Bill Pay, you agree that the Service (either PNC or Fiserv) reserves the right to request a review of your credit rating at its own expense from a consumer reporting agency. In addition, you agree that the Service (either PNC or Fiserv) reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Real-Time Bill Pay Service

Introduction

The Real-Time Bill Pay Service ("**RTP Bill Pay**") is an electronic payment system that allows eligible Billers to request the transfer of funds via a real-time payment through The Clearing House RTP® Network and allows you to authorize a real-time payment from your Eligible Account that is a PNC checking account. You may access RTP Bill Pay within the PNC Mobile app to make payment to an eligible Biller.

Using the RTP Bill Pay Service

To use RTP Bill Pay, you must enroll at an eligible Biller's website to receive a request for payment ("**RFP**"). Eligible Billers can use RTP Bill Pay to send you an RFP that appears in the Mobile app. Once a Biller has sent you an RFP, you will receive a notice of the RFP within the Mobile app, and you will also receive an Alert via email. Within the Mobile app, you can respond to the RFP by either declining or authorizing a real-time payment ("**RTP**") from your Eligible Account to the Biller. The Biller will have near-immediate availability of payments sent real-time, and funds will be removed immediately from your Eligible Account.

By using RTP Bill Pay in the Mobile app, you represent that you have the authority to authorize payments from an Eligible Account. Your use of RTP Bill Pay does not alter any liability or obligations that currently exist between you and your Biller(s).

Payments to your Biller using RTP Bill Pay may be made through your Eligible Account that is a PNC checking account. We may require you to validate certain information before you are permitted to send a payment using RTP Bill Pay. Payments made using RTP Bill Pay may be made only in U.S. Dollars and only between accounts at financial institutions located in the United States that are participating in the Service.

Some Billers may allow you to pay an amount less than or more than the amount due in the RFP. PNC is not responsible for any negative consequences (including, but not limited to, late fees and other penalties) if you choose to authorize an amount less than the amount due in the RFP. If you choose to authorize a payment over the amount due in the RFP, PNC has no control over how the Biller will apply the payment made. When you authorize a payment in response to an RFP for immediate processing, you authorize us to immediately deduct the payment amount shown in the RFP from your Eligible Account and send the funds to the eligible Biller using RTP Bill Pay.

We do not control when the Biller's financial institution will credit the Biller's account, or when your account with the Biller will reflect the payment. You may also choose to decline any RFP received from an eligible Biller. Once you decline an RFP from a Biller, you will be unable to use RTP Bill Pay to pay that specific RFP, but you still will be able to receive future RFPs from that Biller.

An eligible Biller will set and provide to you an expiration date for the RFP. If you do not authorize the payment prior to the RFP's expiration date, you will not be able to pay that specific RFP. An RFP from an eligible Biller also will include a due date for the bill that is set by the Biller and may be different than the expiration date.

Modifications/Discontinuation of RTP Bill Pay

We may modify or discontinue RTP Bill Pay, or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any third party. We may, from time to time, make available additional or new features to RTP Bill Pay. Approval of our use of such additional features is at our sole discretion, and additional terms and conditions may apply.

Transaction Limits

Your daily and monthly RTP Bill Pay send limits are disclosed in the Mobile app. Limits are calculated by calendar day and by calendar month. We may adjust these limits in our sole discretion and without prior notice to you, unless otherwise required by applicable law or regulation.

Delayed or Failed Payment

A payment initiated through RTP Bill Pay may be delayed or not sent in some circumstances, which include but are not limited to:

- There are insufficient funds to cover the transaction.
- The payment does not comply with these terms.
- The payment does not comply with the rules of RTP Bill Pay.
- The payment cannot be made because of legal restrictions affecting your account.
- The Service is unavailable for any reason.
- Circumstances beyond control of the Service such as, but not limited to, fire, flood, interruption of telecommunications facilities, or interference from an outside force prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

If a payment you initiate through RTP Bill Pay is delayed or is not sent, PNC will send you notice electronically.

Request for Return of an Authorized RTP

An immediate payment authorized using RTP Bill Pay within the Mobile app cannot be canceled or amended. Prior to authorizing an RTP, you should verify all information. We make no representations or warranties that the information contained in an RTP is accurate or complete. You may request that the Biller return a payment to you, but the Biller may not be obligated to return the funds. This includes circumstances in which you entered the incorrect amount of funds or funds were sent to a Biller other than the one you intended.

If you wish to request that a Biller Return funds that you sent through RTP Bill Pay (a **"Return Request"**), please notify us at (855) 226-5671. In the event we transmit the Return Request to the Biller's financial institution, we shall have no further obligations with respect to the Return Request and cannot guarantee that your funds will be returned.

Your Liability for Unauthorized Transfers/Errors and Questions

For Eligible Accounts that are Consumer deposit accounts, PNC's [Consumer Electronic Funds Transfer Disclosure Statement for Digital Services](#) details your rights and obligations when certain unauthorized transactions occur; see Consumer Electronic Funds Transfer Disclosure Statement for Digital Services.

Suspension or Termination of the Service

We reserve the right to suspend or terminate your use of RTP Bill Pay at any time, in our sole discretion, and without notice to you.

Review of RTP Payments

All payments made through RTP Bill Pay are subject to review by PNC for compliance with applicable laws, including, without limitation, the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism ("PATRIOT") Act of 2001, and the rules and regulations adopted pursuant thereto, as well as the trace and economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). We may also assess whether your payment activity complies with these terms and Account Agreement(s). All payments may also be screened for

compliance with applicable economic and trade sanctions and monitored for anti-money laundering purposes. Any and all information provided within payment instructions, or any other information submitted in connection with a payment may be used by PNC in its review. Such review may result in the funds being blocked. If PNC blocks a payment that you have initiated, PNC will notify you electronically.

PazeSM

This Section applies to customers who have an Eligible Card that has been added to a PazeSM digital wallet.

Description of Paze

The Paze digital wallet service (“**Paze**”) is a digital wallet service offered by Early Warning Services, LLC (“**Early Warning**”) that allows you to share tokenized payment credentials and related personal information for a selected Eligible Card with participating businesses to make purchases online. “**Eligible Card**” means a PNC debit and/or credit card, and the underlying account, that we have determined is eligible to be added to Paze.

Eligibility to Use Paze

PNC, not Early Warning, will determine which of your PNC credit and/or debit cards are Eligible Cards. We reserve the right to add additional Eligible Cards to or remove Eligible Cards from Paze in the future. We will notify you when an Eligible Card is added to Paze. When your Eligible Card credentials and related personal information change, we may automatically provide updated information to Paze, Early Warning, and the applicable card network.

Certain eligibility criteria to use Paze apply. When you access or use Paze, you represent that: (a) you are a U.S. resident and (b) you are at least 18 years of age. Additionally, you must have enrolled in and have access to Online Banking and Mobile Banking, each Eligible Card must be in good standing, and you must not otherwise be restricted from using Paze based on any limitations imposed by us, Early Warning, the participating business, and/or any other financial institution or other third party associated with Paze.

PNC, in its sole discretion, has the right to modify or terminate the eligibility criteria to use Eligible Cards with Paze.

Eligible Card Agreements

The terms and conditions applicable to your Eligible Card (“**Eligible Card Agreement**”) do not change as a result of your Eligible Card being added to, or you using your Eligible Card through Paze and are applicable to your use of your Eligible Card through Paze. Notwithstanding any other provision of this Section, in the event of a conflict between this Section and the terms and conditions of the Eligible Card Agreement, the Eligible Card Agreement will control. Any applicable interest, fees, and other charges that apply to your Eligible Card will also apply when you use your Eligible Card through Paze.

Activating Paze; Your Consent to Share Information

Before you can use Paze, you must first activate Paze through PNC’s Mobile app or another participating bank’s mobile app or online banking website, or through the checkout experience at a participating business.

After activation, by selecting and confirming an Eligible Card through Paze to process a transaction with a participating business, you are authorizing Early Warning to share your information with the participating business, such as your tokenized payment credentials, address, and other Eligible Card information or personal information needed to provide the Paze digital wallet service (“**Eligible Card Information**”). Paze will transmit Eligible Card Information to the participating business or a third party the participating business engages, to enable processing of the transaction or to set up an online account with the participating business. You agree that the participating business or other applicable third party can transmit information about the transaction to the applicable card network for your Eligible Card and that your transaction will be completed using the Eligible Card you have selected. You understand that once you authorize the payment with the participating business, Paze is not involved in processing the transactions. The transactions will be reflected on your account for the Eligible Card you selected to make the payment.

You agree that we may collect, transmit, store, and use certain information about you and your use of your Eligible Card(s) through Paze. PNC will use, share, and protect your personal information in accordance with the PNC Privacy Policy, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. Please review the disclosure found at www.pnc.com/privacy. You acknowledge that other third parties, such as Early Warning, will have access to certain details of the transactions you make using Paze. You acknowledge that PNC does not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not the PNC Privacy Policy.

By activating and using Paze, you are also authorizing us, and Early Warning, to send you messages via email, text message, and/or push notification concerning your Paze transactions.

Use of an Eligible Card at a Participating Business

You may be asked to confirm the authorized use of the Eligible Card when you access Paze by providing a one-time passcode that we or Early Warning send to you as an Alert, or by some other means as we may select from time to time.

All purchases made using your Eligible Card through Paze, including the delivery of such goods and services, returns, and warranties, are solely between you and the applicable participating business. You acknowledge that we do not endorse or make any warrants to you with respect to any participating businesses that accept Paze, and, unless otherwise required by law, we are not responsible for or liable for any loss or damage as a result of any interaction between you and a participating business. It is your responsibility to provide to Paze and/or the participating business your accurate shipping address.

Participating businesses and other third parties may present you certain discounts, rebates, or other benefits via Paze. You acknowledge and agree that we do not endorse or warrant any of these offers, and we are not responsible for or liable for any loss or damage as a result of your acceptance or use of an offer.

Removing Eligible Cards; Opting out of Paze

You may remove an Eligible Card from Paze by visiting the Cards section of the Mobile app. If you remove an Eligible Card from Paze, it will no longer appear in your Paze wallet and cannot be used to conduct transactions with Paze unless you subsequently add the Eligible Card to Paze.

Alternatively, you may, at your option, deactivate Paze entirely by opting out at mywallet.paze.com. If you deactivate Paze, you will no longer be able to use Paze at participating businesses unless and until you reactivate Paze.

If you have issues removing an Eligible Card from Paze, you may [Contact Us](#).

Fees

We do not currently impose a fee for using Paze. However, transactions made through Paze are subject to the applicable Eligible Account Agreement, which applies with the same effect and coverage, including any fees or other charges.

Your wireless carrier message and data rates may apply.

Suspension; Cancellation

PNC or Early Warning may discontinue offering Paze at any time. PNC or Early Warning may suspend or cancel your use of Paze at any time without notice and for any or no reason. You agree that neither PNC nor Early Warning will be liable to you or any third party for any blocking, suspension, cancellation, or termination of your use of Paze or of one or more Eligible Cards through Paze.

PNC Bank and Paze

Paze is a third-party service operated by Early Warning. PNC is only responsible for providing information to Early Warning in order to allow you to use your Eligible Card(s) through Paze. PNC is not responsible for any failure of or inability to use Paze for any transaction.

Early Warning, each participating business, and other third parties may have their own terms and conditions and other policies, such as privacy policies, and you are subject to those agreements when you agree to utilize their products and/or services. Unless otherwise required by law, PNC is not responsible for and does not provide support or assistance with any products or services offered by any participating business.

Mobile Check Deposit Service

Introduction

The Mobile Deposit Service ("**Mobile Deposit**") allows eligible customers to use a Mobile Device to make a deposit to certain Eligible Accounts from remote locations by capturing images of the front and back of eligible paper checks ("Items") and delivering the images and associated deposit information to PNC.

You are solely responsible for information or data that is transmitted, supplied, or key-entered by you, your employees, or agents. Before you capture the image of any Item, you shall endorse all Items with your signature and print "For PNC Mobile Deposit Only" below your signature.

You agree that after the Item has been imaged and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check, or any other representation thereof. You further agree that you shall be solely responsible for the original Items, including storage, retrieval, and destruction of the Items.

You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing. You further agree that the image of the check transmitted to PNC shall be deemed an "Item" within the meaning of Article 4 of the Uniform Commercial Code.

Item Processing

If the electronic files and/or images transmitted to us with respect to any Item do not comply with our processing requirements for content and/or format, we may, in our sole discretion:

- further transmit the Item and data in the form received from you;
- repair or attempt to repair the Item or data and then further transmit it;
- process the Item as photocopies in lieu of originals; or
- return the data and Item to you unprocessed and charge back your account.

We are not responsible for Items we do not receive or for images that may fail during transmission. An image of an Item shall be deemed received when you receive a confirmation from PNC that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

You agree to retain and safeguard the original Item for 14 days after you have transmitted the Item images. After 14 days have passed and you have verified that the funds associated with the Item have been added to your balance, you agree to prominently mark the item as "VOID" and properly dispose of the Item to ensure that it is not represented for payment.

Types of Checks Eligible for Mobile Deposit

You can deposit checks payable in U.S. dollars and drawn at any U.S. bank, including personal, business, and most government checks. Only checks drawn on or payable at or through a U.S. bank can be transmitted through Mobile Deposit.

You agree that you will not use Mobile Deposit to deposit any prohibited Items, such as Items that:

- Are made payable to persons or entities other than you;
- Contain alterations on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Item is drawn;
- Were previously converted to a substitute item, as defined in Federal Reserve Regulation CC, or were otherwise cashed or deposited;
- Are drawn on a financial institution located outside the United States;
- Are remotely created checks, as defined in Federal Reserve Regulation CC;
- Are not payable in United States currency;
- Are payable to Cash;
- Are a US Savings Bond, money order, cashier's check, or travelers check;
- Do not bear a signature of the person from whom the item is drawn or lack an issued date;
- Are postdated or dated more than 6 months prior to the date of deposit; or
- Are prohibited by PNC's current procedures relating to the Service or which are otherwise not acceptable under the terms of your PNC account.

Funds Availability

See PNC's Funds Availability Policy, which provides detailed information about cut-off times and when funds you deposit will become available for your use.

Warranties

You represent and warrant to us that:

- Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- The information you transmit to us corresponding to an Item contains a record of all applicable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- The item has not previously been deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- You will not redeposit through this Service any Item previously deposited and returned to you unless we advise you otherwise;
- You will employ reasonable security measures sufficient to protect the Item in transmission and storage; and
- You will only transmit items that originated as paper Items.
- You will comply with all laws and regulations applicable to you in your use of Mobile Deposit and not use Mobile Deposit for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation, or authority.

You agree to notify PNC of any suspected errors regarding Items deposited through the Service right away, and to notify PNC in no event later than sixty (60) days after the applicable PNC account statement is provided. Unless you notify PNC within sixty (60) days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct.

Deposit Limits

There are daily and monthly limits on the dollar amount of deposits that can be made using Mobile Deposit. Refer to the Mobile app user interface to find the applicable limits. Mobile deposit limits may differ for each Eligible Account. For security and risk management reasons, we may modify the limit, the frequency, and the dollar amount of deposits you can make using Mobile Deposit, without notice.

Fees

PNC does not currently charge a fee for using Mobile Deposit service. However, you will be charged a fee if you choose to use the PNC Express Funds service when depositing a check through the Mobile app. You agree to pay any applicable fees described in the service charges and fee schedule that applies to your deposit account. Third party message and data rates may apply. These include fees your wireless carrier may charge you for

data usage and text messaging services. Check with your wireless carrier for details regarding your specific wireless plan and any data usage or text messaging charges that may apply.

Alerts and Text Banking

With the Alerts and Text Banking Services, you can receive notices from time to time via email, text message, push notification, and/or by other means we may make available. These notifications include information relating to your Eligible Account(s).

Alerts

Types of Alerts

- **Account Alerts.** You can request to receive notices concerning key account activity, such as balances and card transactions. You can choose to receive Account Alerts via email, text message, push notification, and/or by other means we may make available.
- **Security Alerts.** Security Alerts will automatically be turned on for you and may be sent via email, text message, push notification, and/or by other means, including to your Mobile Device or to any phone number you have provided to us. These notices may include information about changes to your account access, changes to your contact information, and when PNC has detected activity with potential impact to your account security. By enrolling in the Digital Services, you consent to receive these Security Alerts. You will not have the option to turn off alerts to your primary email address. You can opt not to receive push notifications by turning off push notifications within Mobile Banking. You may also opt out of receiving text messages by replying STOP at any time.

Please note that, for fraud prevention purposes, PNC may notify you via call, text, email, push notification, and/or by other means, about activity on your accounts. Messages sent for these purposes may include instructions on how to address a specific alert. You may request to stop receiving fraud prevention alerts via text by texting STOP to the short code from which you've received the alert (see information about short codes in the "Delivery of Alerts" section below). Fraud prevention alerts are separate from the Alerts and Text Banking Services that you can manage through the Digital Services. You can visit the Security & Privacy Center on pnc.com for more details on how to identify legitimate messages from PNC.

Delivery of Alerts

To deliver alerts via text message, we use shortcodes (5 or 6 -digit numbers) - instead of full 10-digit phone numbers - to send text messages related to services or transactions on your account. For a list of our most commonly used short codes, visit the Security & Privacy Center within pnc.com.

Managing Alerts

You can manage Account Alerts and Security Alerts within Online Banking or Mobile Banking or by contacting PNC (through a branch or the care center). Any updates you make to your alerts within Mobile Banking will automatically be reflected in Online Banking. Push notifications can only be managed within Mobile Banking. You can opt not to receive push notifications by turning off push notifications within Mobile Banking. You may also opt out of receiving text messages by replying STOP at any time. By sending STOP, you agree to one additional confirmation message stating that you have opted out and will no longer receive text messages.

Text Banking

You can send certain text message commands to PNCCBNK (762265) to obtain account balances or view account activity history concerning your Eligible Accounts, delivered to your Eligible Mobile Number as a text message from PNCCBNK (762265). You can view available text message commands within Online Banking. Text Banking is not available for all Eligible Accounts.

Terminating Alerts and Text Banking

PNC provides Alerts and Text Banking as a convenience to you for information purposes only. PNC reserves the right to terminate your use of Alerts and/or Text Banking at any time and without prior notice to you. We may, from time to time, add new alerts or modify or eliminate existing alerts. We also may add new Text Banking commands or modify or eliminate existing Text Banking commands.

Acknowledgments

You acknowledge and agree that your receipt of any Alerts or Text Banking messages may be delayed or prevented by factor(s) affecting your communications service provider(s) and other factors outside our control. You further agree that:

- Alerts and Text Banking messages may be sent to you without being encrypted and may include masked information, such as account identification number and user identification number, along with other information pertaining to your Eligible Account(s). You authorize PNC to deliver information based upon the instructions you provide to us, even though a person not an owner on your account may access the message (such as someone who can open your emails, answer your telephone, or access your Mobile Device). If a phone number you provided to us is on either the federal or a state's Do Not Call List, you still authorize PNC to deliver Alerts to such number.
- Availability of Alerts or Text Banking messages may be affected by your communications service(s) coverage area or actions. This includes instances where your mobile carrier may block traffic from PNC and other short codes to your mobile number.
- An Alert or Text Banking message does not constitute a bank record for the account to which it pertains.
- We neither guarantee the delivery nor the accuracy of the contents of Alerts or Text Banking messages. You agree to not hold liable PNC, its directors, officers, employees and agents for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from: (a) a non-delivery, delayed delivery, or the misdirected delivery of alerts; (b) inaccurate or incomplete content in alerts; or (c) your reliance on or use of the information provided in an Alert or Text Banking message for any purpose.

Fees

PNC does not currently charge a fee for using Alerts or Text Banking. However, third party message and data rates may apply.

Cash Flow Insight

You can use Cash Flow Insight® services (“**Cash Flow Insight**”) offered by PNC to small business customers to help you monitor and plan your cash flow. Cash Flow Insight technology includes tools that allow you to (1) visualize the impact of your actual and projected transactions; (2) track spending activities for your PNC business checking accounts and PNC business credit cards; and (3) view other financial information that we may make available from time to time via Cash Flow Insight in Online Banking and Mobile Banking. To access Cash Flow Insight, you must be an Authorized Representative with access to an eligible PNC business checking account through Online Banking.

Cash Flow Insight also includes billing, invoice management, and payment processing services through its Payables, Receivables and Accounting Software Sync functions. The [Pay Receive Sync Services Agreement](#) (the “**PRS Agreement**”), which may also be known as the Cash Flow Insight Payables, Receivables and Accounting Software Sync Services Agreement, governs your access to and use of Payables, Receivables and Accounting Software Sync functions. Notwithstanding any other provision of this Section, in the event of a conflict between this Section and the terms and conditions of the PRS Agreement, the PRS Agreement will control, but only as applied to the Payables, Receivables and Accounting Software Sync functions and only to the extent of the conflict. By using Cash Flow Insight, you agree that:

- Information provided by PNC may not include or take into consideration transactions that PNC is not aware of.
- All projections, predictions, and similar information are only estimates and may not be accurate. They are provided for informational purposes only. They are not intended to provide legal, investment, or tax advice, and for specific advice about your situation, you should speak with a qualified legal, investment, or tax professional.
- Information provided by PNC does not constitute a recommendation from PNC to you for any specific action.
- PNC is not liable for losses or damages arising from inaccurate information provided through Cash Flow Insight, or for your use of or reliance on information provided through Cash Flow Insight for any purposes.

Cash Flow Insight tools are provided at PNC’s sole discretion and may be terminated without notice at any time.

Online Statements, Notices, and Letters

Many documents, including statements and legal notices, can be delivered online for certain Eligible Accounts and Digital Services. Online documents are available only if you have completed enrollment in the Digital Services, including agreeing to the terms of the Electronic Communications Agreement, and provided us with a valid email address.

When you set an online-only (“Paperless”) delivery preference, we may send you an email notifying you when your statement is available. To ensure that you continue to receive such email notifications, you must notify us of any changes to your email address. We may revoke your Paperless delivery preference if you fail to maintain a valid email address. PNC is not responsible for email delivery failures beyond our control, including, but not limited to, internet service provider outages, hardware or software failures, interruption of telephone service, telecommunications facilities, or interference from an outside source. We do not guarantee delivery of such email notifications and reserve the right to cancel such email notice at any time. Regardless of your receipt of

email notice, you agree that our posting of the statement within the Digital Services constitutes delivery of the statement to you. You agree to access the Digital Services to review your statements.

Document delivery preferences can be changed by any account owner or Authorized Representative, and the new delivery preference will apply to all owners or Authorized Representatives of that account.

In some cases, an Eligible Account or the Digital Services may automatically come with Paperless document delivery. This means you will not receive paper statements and documents, unless required by law or regulation. You may have the option to change your delivery preference to paper delivery; however, there may be a fee associated with receipt of paper statements or other documents. For Eligible Accounts that don't automatically come with Paperless document delivery, you can choose Paperless delivery for that Eligible Account, if available.

A PDF version of the statement will be made available. Some marketing and promotional materials may not be available with the online statement. You may print the statements or download to your own system. It is your responsibility to maintain a working User ID and Password to enable you to sign on to PNC Bank Online Banking to view your statements.

Combined statements, which include all of your deposit accounts in one statement, are not available online. Each account is presented separately in its electronic format. If you receive a combined paper statement for your accounts and you want to receive online statements for all of your accounts, you must set an online statement preference for each account.

If the Eligible Account(s) for which you wish to receive online statements is a joint account, you agree that transmission of any email notice to the email address(es) that have been supplied for that account constitutes fulfillment of PNC's notification obligations (if any) on behalf of all account owners. All joint owners will be able to access the statements for activated accounts within the Digital Services.

PNC reserves the right to terminate Paperless document delivery preference at its sole discretion. If electronic delivery of the statement ceases, then paper statement delivery will resume to the postal address we have on record for the Eligible Account. There may be a fee associated with receipt of paper statements or other documents. See your Account Agreement for information about applicable fees.

If you cancel the service, Check Safekeeping will still apply unless you separately cancel that Service. The paper statement(s) will be sent to the postal address we have for the account in our records. Online statements are free of charge; however, fees may apply for check images. Other fees are documented in the applicable consumer or business schedule of service charges and fees. Prices and services are subject to change from time to time.

Please review the Electronic Communications Agreement for further details about electronic delivery of statements and documents.

Account Delegation (Businesses Only)

Eligible Account owners and certain Authorized Representatives can use the Digital Services to appoint one or more Delegates and manage the authority and access of the Delegate(s) ("**Account Delegation**"). Some Account Delegation features may not be available for certain Eligible Accounts or Businesses.

When you appoint a Delegate, you authorize and direct the Bank to permit such Delegate access to Eligible Account(s) through the Digital Services. Using Account Delegation, you can restrict access to specific Eligible

Accounts and include restrictions on the degree of access to such accounts for any Delegate, in accordance with parameters that may be established by the Bank from time to time.

You understand and agree that:

- Each of your Delegates will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account(s) or Digital Services;
- Within the Account Delegation Service, we may provide the ability of one Delegate to establish, or manage the access of, another Delegate;
- Delegates who are Authorized Representatives may also have authority in addition to that established using Account Delegation;
- We will treat a Delegate appointment by one owner or certain Authorized Representatives of an Eligible Account as a Delegate appointment by all other owners of that Eligible Account.

You agree that we may rely and act on the instructions of any Delegate. A Delegate's transactions are considered authorized, unless (1) you request that we remove a Delegate, and (2) we have had reasonable opportunity to act on your request (unless otherwise provided by law or regulation). You may request to remove a Delegate by signing on to Online Banking and deleting the Delegate within the Service. You understand and agree that you are solely responsible for the delegation, review, modification, and revocation of authority to any Delegate, and you shall be liable for all actions of any Delegate.

You will be responsible for ensuring each Delegate maintains the confidentiality of their User ID and password or other login identification. You acknowledge and agree that PNC is not responsible for transactions performed by unauthorized individuals using your or your Delegate's User ID and password. If you suspect any compromises of security (whether or not involving your employees, agents, or Delegates), you must promptly [Contact Us](#).

We may discontinue offering Account Delegation options or permitting Delegates to access your Eligible Account(s) or the Digital Services at any time, without prior notice. We may also, at our sole discretion, end any Delegate's access to one or more Eligible Accounts and/or the Digital Services or discontinue the individual's Delegate authority, without prior notice to you or any Eligible Account owner or Authorized Representative.

You hereby authorize and direct the Bank to provide your Delegate(s) access to Eligible Accounts and the Digital Services. You further acknowledge and agree that:

- You understand each Delegate will access and use each Eligible Account and the Digital Services in accordance with the authority given to the Delegate by the delegating owner or Authorized Representative;
- You authorize all transactions a Delegate performs on an Eligible Account or otherwise through the Digital Services, even if you did not want or intend the transaction. You are solely responsible for those transactions;
- You are solely responsible for supervising all of your Delegates, and monitoring the actions they take on your behalf, whether or not we provide options through the Digital Services for monitoring or managing their authority;
- Each time the Delegate accesses, views, or transacts on an Eligible Account or otherwise through the Digital Services, action.

PNC Private Bank® and PNC Investments Customers


Introduction

As used in this Section, the terms "Bank," "we," "us," and "our" refer to either PNC Bank, National Association or PNC Delaware Trust Company or PNC Ohio Trust Company, depending on the entity with which you currently have an agreement for investment management, other fiduciary or private banking or custody relationship. Collectively, these entities are referred to in this Section as the "Bank" or "Banks", as the context warrants. If you have a relationship with more than one Bank, by accepting this Agreement you will be deemed to have entered into the Agreement separately with each Bank with which you have an investment management, or another fiduciary or private banking or custody relationship even though you will be issued only one User ID and Password. The Site, including the pages known as "PNC Private Bank Online," "PNC Private Bank Hawthorn® Online" and PNC Investments online pages, is operated by the Banks as a means for each of the Banks to provide certain information and services to its customers. As used in this Section, the term "Site" shall include PNC Private Bank Online, PNC Private Bank Hawthorn Online and the PNC Investments' online pages.

Site Features

Depending upon the nature of your relationship with the Bank, the Site may allow you to have access to certain information regarding a variety of financial related topics. This information is provided by the Bank or by other parties selected by the Bank, including other PNC companies or unaffiliated third-party entities. You may be asked to agree to additional terms and conditions or one or more Information Provider Agreements in order to access the Site, continue to access the Site, use certain features of the Site, or use the PNC Private Bank Online, PNC Private Bank Hawthorn Online and the PNC online pages to access Non-PNC Accounts (as defined in the Account Aggregation section of this agreement).

The Site is intended to allow you to view your account data with the Bank and account data with certain other PNC companies and, if you use PNC Private Bank Online, PNC Private Bank Hawthorn Online and the PNC Investments' online pages, information that you input yourself or information obtained from external financial service providers (together, "**non-PNC Account Information**") or, if you are an Interested Party, as defined below, account data to which you have been granted access by a Bank customer. This includes all PNC accounts of which you individually are the sole or joint owner, as well as other PNC accounts ("**Non-Ownership Accounts**") in which you have an interest (for example as a fiduciary, such as a trustee or executor, or beneficiary of a trust) or for which you have been authorized to see information.

Based upon your PNC Online User ID, PNC Private Bank Online, PNC Private Bank Hawthorn Online and the PNC online pages will include information regarding one or more Non-Ownership Accounts. This means that the information available to you on the various PNC Private Bank Online, PNC Private Bank Hawthorn Online, and PNC Total Insight tabs reflects both assets of which you are a sole or joint owner and the assets of those Non-Ownership Accounts, where you may not directly own the trust or other account assets and may not be entitled to receive the income from the trust or other account. PNC Private Bank Online, PNC Private Bank Hawthorn Online and PNC Investments' online pages help to identify the Non-Ownership Accounts displayed online by using the following relationship icon: 

Future enhancements to PNC Private Bank Online, PNC Private Bank Hawthorn Online, and pages capabilities may separately identify Non-Ownership Account income or assets in order to refine the information we share with you.

By accessing and using the Site, you represent on a continuing basis that you are authorized to have view access to any account that you access, but that you may not have ownership of or ownership rights to the assets or income of Non-Ownership Accounts. All account data is provided as a convenience and for your information, but it is not the official record of an account or its activity. The account statement or statements shall remain the official record. This Site is updated regularly but is subject to adjustment and correction and therefore should not be relied upon for taking any action or forbearing from taking any action. All account information should be confirmed with an appropriate PNC employee prior to taking investment or other action.

You agree that personnel of the Bank and personnel of other PNC companies, including personnel who are not members of your PNC team, may access for reasonable business purposes any account information or electronic mail communication sent by you to the Bank through secure email in PNC Bank's Online Banking or Other E-Mails or uploaded by you to PNC Private Bank Online or PNC Private Bank Hawthorn Online.

YOU AGREE NOT TO TRANSMIT SECURITIES TRADE ORDERS OR OTHER INSTRUCTIONS WITH RESPECT TO ANY DEPOSIT, BANKING, LOAN, SECURITY OR OTHER ACCOUNTS THROUGH E-MAIL OR BY UPLOAD TO PNC PRIVATE BANK ONLINE OR PNC PRIVATE BANK HAWTHORN ONLINE. YOU ACKNOWLEDGE THAT THE BANK IS NOT REQUIRED TO ACT ON SECURITIES TRADE ORDERS OR OTHER INSTRUCTIONS WITH RESPECT TO ANY OF YOUR DEPOSIT, BANKING, LOAN, SECURITY OR OTHER ACCOUNTS TRANSMITTED THROUGH ONLINE BANKING SECURE EMAIL OR OTHER E -MAILS OR BY UPLOAD TO THE SITE(S).

Securities trade orders for eligible account types may be placed using the trading tools in PNC Private Bank Online, PNC Private Bank those sections of the Site.

Terms of Use

The Bank and its affiliates will provide certain confidential data and information ("Confidential Client Information") by means of the Site. The Bank and its affiliates will not be liable for any losses in contract, tort, warranty, or otherwise, incurred in connection with (i) the failure of electronic transmission of Confidential Client Information to or from the Site, (ii) the implementation of any security procedures established for the purpose of limiting access to, and protecting, Confidential Client Information, (iii) any decision made, action, or inaction taken by any party in reliance upon any contents of the Site or any electronic transmission of Confidential Client Information or security procedures, (iv) any delays, inaccuracies, errors in, or omissions of any contents of the Site, Confidential Client Information or security procedures, (v) access by an Interested Party to the Confidential Client Information of the Bank customer who authorized the Interested Party's access, or (vi) your access or the access of any Interested Party to the site through the use of any Mobile Device.

Risks and Limitations

We may allow you to have access to certain financial market information, news, analysis, reports and research and non-PNC Account Information ("Information"). We do not make any guarantees or warranties, express or implied, as to the accuracy, timeliness, or completeness of any Information. We and our officers, directors, employees, and agents shall not be liable to you for any investment losses related to or resulting from the use of any Information. Certain Information is prepared or provided by Information Providers, and other Information is provided by the Bank, other PNC companies or inputted by you or obtained from your external financial services provider. Neither the Bank, any other PNC company nor any Information Provider assures for you, or any particular investor, the suitability or potential value of any particular investment on which you may receive Information through the Site. The Bank will treat as unsolicited any security order that you ask the

Bank to place after accessing Information on or through the Site. To ensure compliance with Internal Revenue Service Circular 230, we inform you that any U.S. Federal Tax advice that may be contained in or produced by tools on this Site is not intended or written to be used, and cannot be used by you or any other person, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting marketing or recommending to any person any tax-related matter addressed herein.

The Site has been created in the United States for the exclusive use of persons currently residing in the United States. Neither the Information nor the recommendations contained herein is an offer to buy or sell any security or financial instrument. No services or securities will be offered or sold in any jurisdiction in which such offer or solicitation, purchase or sale would be contrary to applicable local law or regulations. Prior to investing in any security, which may be recommended by us, please obtain and read a copy of the current prospectus or other disclosure document, which contains more information with respect to that security. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile any of PNC's and/or our Service Providers' services or technology, including the Site and the Information contained herein, without the express written permission of the Bank. The Bank and other PNC companies do not provide legal, tax or accounting advice and none of the Contents of the Site should be relied upon in that regard.

Because past performance is no guarantee of future results and reliance on current and historical data must involve significant limitations, you must understand that the Site is only a tool to be used in financial planning and not as a substitute for informed judgment. We cannot guarantee the future performance of your investments, promise any specific level of performance, or promise that investment or financial recommendations, if any, offered by the Site will be successful. The investment and financial recommendations, if any, offered by the Site are subject to various market, currency, economic, political, and business risks and will not necessarily be profitable or effective.

Depending upon the nature of your relationship with the Bank, you understand that the Bank may make recommendations or provide advice even though it or its affiliates may have a potential conflict of interest or duty in a transaction. This includes, without limitation, the fact that the Bank or any of its affiliates may (i) provide brokerage and/or investment advisory services to other clients; (ii) act as financial advisor or lender to an issuer of securities; (iii) act as an underwriter, broker, dealer or placement agent with respect to securities; (iv) recommend an investment in mutual funds or unit trust funds or other types of pooled investment funds and commingled investment vehicles established, sponsored, advised, or managed by or otherwise affiliated with, or which pays fees to the Bank or any of its affiliates (and the Bank may be compensated separately for such functions); (v) act as a counterparty in currency exchange, swap, option and other derivative transactions; (vi) act in the same transaction as agent for more than one client; (vii) have a material interest in an issue of securities; (viii) earn fees and profits from any of the above-listed activities in addition to the fees charged to you for services under any Other Bank Agreement; (ix) issue time deposits or certificates of deposit in which you invest; and (x) effect transactions between your account and any other account for which the Bank and/or its affiliates act as broker-dealer. Securities recommended and followed by the Bank, or other PNC companies, may be held from time to time in accounts managed by the Bank, or other PNC companies, and in their portfolios. Directors, officers or employees of the Bank and other PNC companies may have positions in securities described in the Site or be directors of the issuers described in the Site.

Depending upon the nature of your relationship with the Bank, you may be permitted to request registration via the telephone or the U.S. mail. When you register via telephone or U.S. mail, the Bank may assign to you a randomly generated temporary password and send it to you via U.S. mail. During your initial visit to the Site, you will be required to reset this temporary password. In order to access the Site during subsequent visits, you will be required to enter your User ID and your self-selected password.

You agree to take full responsibility for the consequences of any access, including responsibility for all actions taken, including access to your account information and messages in Online Banking secure email, if available to you, through and under your User ID and Password and by any Interested Party, or by any party to whom you have provided your User ID and Password.

You must notify us immediately by calling PNC Private Bank Client Support at 1-877-491-0775 or PNC Investments Services Group at 1-800-622-7086 if you become aware of (i) the loss or compromise of your User ID or Password or the User ID or Password of any Interested Party authorized by you, (ii) any unauthorized use of your User ID or Password or the User ID or Password of any Interested Party authorized by you, (iii) any inaccuracies in your personal or account information or (iv) any other activity in regard to the Site or your accounts that you consider to be irregular or suspicious.

Interested Party Access

In accordance with the terms of this Agreement, you may authorize and direct the Bank as follows:

- to permit access to your account information by one or more Interested Parties designated by you, such as family members, accountants, attorneys, and other trusted advisors;
- as to which of your accounts each such Interested Party may access; and
- with respect to any restrictions on the degree of access for such Interested Party in accordance with parameters which may be established by the Bank from time to time.

If you have authorized Interested Party access, you understand and agree that you are solely responsible for the delegation, review, modification, and revocation of authority to any Interested Party and you shall be liable for all actions of any Interested Party.

You will be responsible for ensuring each Interested Party maintains the confidentiality of their User ID and password or other login identification. You acknowledge and agree that PNC is not responsible for transactions performed by unauthorized individuals using your or your Interested Party's valid User ID and password. If you suspect any compromises of security (whether or not involving your Interested Party(ies)), you must promptly notify us by calling us at PNC Private Bank Client Support at 1-877-491-0775 or PNC Investments Services Group at 1-800-622-7086.

The access of any Interested Party will be terminated (i) in its entirety, as a result of the failure of the Interested Party to consent to the then current version of this Agreement or an Information Provider Agreement; or (ii) with respect to the applicable accounts, (x) as a result of the failure of the authorizing Bank customer to consent to the then current version of this Agreement or an Information Provider Agreement, or (y) the Bank customer revoking or limiting the access of the Interested Party. We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or Interested Parties, or unauthorized disclosure or use of your Interested Party(ies) User ID and password. If you suspect any compromises of security (whether or not involving your employees, agents, or Interested Parties), you must promptly notify us by calling us at PNC Private Bank Client Support at 1-877-491-0775 or PNC Investments Services Group at 1-800-622-7086.

You hereby authorize and direct the Bank to provide to your Interested Party(ies) the personal financial information about you contained in the account information and any other information on the site your Interested Party(ies) will be authorized by you to access.

Securities Are Not Insured

The securities and financial instruments and products described in the Site (with the exception of insured bank deposits), including mutual funds (whether or not managed by the Bank or any of its affiliates), are not deposits in, obligations of or guaranteed by any bank, nor are they insured by the FDIC. All such securities, instruments and products are subject to investment risk, including the possible loss of principal.

Account Aggregation

Definitions

- **“External Assets”** means assets held in accounts at third parties not affiliated with PNC (**“Non-PNC Accounts”**), such as your assets at an unaffiliated stock brokerage or insurance company or any other financial institution; and
- **“Manual Assets”** means assets you manually input or cause to be input into the Account Aggregation Service (defined below), including the identity and value of such assets, whether held at non-PNC financial institutions or otherwise. External Assets and Manual Assets are sometimes collectively referred to as **“Non-PNC Assets.”**

Introduction

The account aggregation feature (**“Account Aggregation Service”**), which also may be known as the Net Worth feature, allows you to gather certain information about your External Assets from other websites, as long as your other sites allow you to use aggregation services. Currently the Account Aggregation Service is offered only to clients of both PNC Bank, National Association and PNC Investments LLC (together, for the purpose of this section, **“PNC”**). The terms and conditions of other agreements you have for your Eligible Accounts, such as account and service agreements, are incorporated by reference.

You may use the Account Aggregation Service if you have entered into an agreement with PNC pursuant to which PNC provides investment management or trust services to you or if you are a trust beneficiary and receive statements from PNC. PNC does not currently charge any fee specifically for the Account Aggregation Service. The Aggregation Service described below is not a fiduciary or advisory service and is not part of any fiduciary duty we might owe to you.

The information our Service Providers will obtain for you includes information such as account balances, holdings, and transactions. The External Assets information does not include notices and disclosures from the institutions holding your accounts, so you will need to visit their sites to obtain that and other information.

The view-only access through the Account Aggregation Service allows you to see certain information about your External Assets, but not to the effect transactions in those accounts. To arrange a transaction (such as a transfer of funds from an account or the purchase of an investment), you will need to deal directly with the relevant account-holding institution.

For the purposes of this Agreement, Account Aggregation Service also includes Manual Assets that you cause to be input into the Service.

Your Authorization for PNC and Our Service Providers to Perform the Account Aggregation Services

PNC may retain one or more independent Service Providers to provide the Account Aggregation Service, or any portion of it, including but not limited to Yodlee, Inc. and/or other providers.

You authorize (and confirm previous authorizations of) PNC and our Service Providers to do the following on your behalf and as your agent: access, view, obtain, transfer, and input into the Account Aggregation Service (a) Eligible Account information; (b) Non-PNC Assets information of or from the third party sites you designate and which we access; and (c) any Manual Assets you input or cause to be input.

For all purposes hereof, you hereby grant PNC and its Service Providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of the substitution and re-substitution, in any and all capacities, to access third party websites to retrieve information, and subject to the PNC Privacy Policy and applicable law, use your information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. Please note: the Account Aggregation Services are not sponsored or endorsed by any third-party site holding your Non-PNC Assets. YOU ACKNOWLEDGE AND AGREE THAT WHEN PNC OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM SUCH THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES. YOU AGREE TO REVIEW THE TERMS AND CONDITIONS OF, OR CHECK WITH THE PROVIDER OF, YOUR NON-PNC ACCOUNT TO DETERMINE WHETHER YOU MAY USE THE ACCOUNT AGGREGATION SERVICE FOR THAT ACCOUNT – IF YOU MAY NOT, DO NOT SUPPLY ACCESS CREDENTIALS TO US FOR THAT PARTICULAR NON-PNC ACCOUNT.

Your Authorization to PNC and our Service Providers to Use Your Non- PNC Account Access Credentials and Other Information

In order to access your Non-PNC Accounts, PNC will need to use your access credentials (or any authorized alternative you can arrange with your account provider) such as your account password, username, PIN, and the like (collectively, “**Access Credentials**”). If you change your Access Credentials you need to let us know so that we can continue the Account Aggregation Services to the affected accounts. In addition to obtaining information for the Account Aggregation Service by using your Access Credentials, you also authorize us to arrange for a “data feed” from the provider of your Non-PNC accounts and your Eligible Accounts to the Service. For data feeds, we will also rely on the authorizations you provide in this Agreement.

You agree promptly to address concerns that you have (see [Addressing Concerns](#)) and to determine whether the Account Aggregation Service is appropriate for you.

You represent, warrant, and agree that:

You will provide only your own Access Credentials and that they and all other information you provide in connection with the Account Aggregation Service, including but not limited to Manual Assets, is and will remain accurate and not misleading, and that you will maintain the accuracy and completeness of your Access Credentials;

- You are a legal owner of the Non-PNC Accounts and have the authority to: (i) designate PNC and our Service Providers as your agent, (ii) use the Account Aggregation Service with respect to your Non-

PNC Accounts, and (iii) give PNC your Access Credentials and all other information you provide without violating any rights of third parties or contracts (such as terms of use) that you have with the providers of Non-PNC Accounts or other third parties;

- PNC (or our Service Providers) may configure the Account Aggregation Service to be compatible with the Non-PNC Accounts;
- You are licensing to PNC and its Service Providers your Access Credentials and any other information (including personally identifying information) data, or content you provide manually or through the Account Aggregation Service or that PNC or our Service Providers retrieve on your behalf, for purposes of providing the Service.

Except as otherwise provided herein, PNC or our Service Providers may store, use, change, or display such information or create new content using such information.

NO ASSURANCES RE INFORMATION OR SERVICE ACCURACY

Information from Non-PNC Accounts is essentially obtained through computer programs, and several things can contribute to inaccuracy of the information or an inability to collect it. For example, access might be blocked or Access Credentials might become outdated; the Non-PNC Account information might rearrange information or use different terminology than sought by our computer program or might be subject to notices not readable by the program or might be subject to a different update schedule than that used by us. These and other factors can result in the inaccurate or incomplete information collection, and you agree to verify the accuracy of all information before making decisions or otherwise using it for material purposes.

When using the Account Aggregation Service, you may incur technical or other difficulties. You agree that PNC is not liable for such technical and other difficulties and any resulting damages that you may incur. You also agree that PNC is not liable if the system of the third-party provider of information goes down, if they have any system failures or are otherwise inaccessible, if PNC or our Service Providers determine it is inadvisable to access them, and/or we are otherwise unable or it appears inadvisable to retrieve information on your behalf. Any information displayed or provided as part of the Account Aggregation Service, whether in Eligible Accounts, Non-PNC Accounts or Manual Assets, is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. You agree that you will not, and you will ensure that others do not, rely solely upon the information provided when making an investment or trade decision or any other material use of the information.

Relation of The Aggregation Services and Manual Assets to Your Non- PNC Accounts

With respect to any Non-PNC Accounts and websites related to them which you include in the Account Aggregation Service, you agree to the following:

- Fees and Contracts: You are responsible for all fees charged by any third party in connection with any Non-PNC Accounts and transactions. You agree to comply with the terms and conditions of the Non-PNC Accounts and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a Non-PNC Account, you agree to direct these to the third party providing that account.
- Frequency and Timeliness of Information: PNC will generally obtain Non-PNC Account information from the third-party site only once each day; information obtained will be shown as of the date obtained. Regardless of when and how frequently information is obtained, including information regarding the value of securities holdings and the reporting of transactions in Non-PNC Accounts,

what is shown in the Account Aggregation Service could be different than the values shown on your statement for you Non-PNC Account or the third party's site. Such information may be more or less up to date when obtained directly from the third party.

- **No Investment Advice:** By permitting the inclusion of Non-PNC Assets in the Account Aggregation Service, PNC is not undertaking to provide, should not be construed as providing, and will not provide investment advice (within the meaning of, among other laws, the Employee Retirement Income Security Act of 1974, as amended) with respect to assets, including, but not limited to IRA and other retirement plan assets, as to which PNC has not entered into a contract with you for the provision of investment management, investment consulting or advisory services, including any assets in Non-PNC Accounts. However, you authorize PNC to view and use your information in the Account Aggregation Service (including Eligible Accounts and Non-PNC Assets) for purposes of making recommendations to you concerning your assets that are subject to your Account Agreement with PNC.
- **Manual Assets:** The Account Aggregation Service also allows you to manually add any assets, whether or not held in an account with a financial services provider and whether or not you have online access to those assets. These assets can include physical items such as automobiles, jewelry, and real estate or securities. PNC is not liable for the information that you input into the Account Aggregation Service. PNC does not represent that the value you apply to such assets is accurate or that you have any ownership interest in or right to access such assets. PNC recommends you periodically update the Manual Assets information when you determine updating to be necessary.

Indemnification

You agree to defend, indemnify and hold harmless PNC, its affiliates, our Service Providers and their respective officers, directors, and agents from and against any and all claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Account Aggregation Service (directly or through your agents such as PNC and our Service Providers), your violation of these terms, or your violation or infringement, or the violation or infringement by any other user of your account, of any intellectual property or other right of anyone.

NO WARRANTIES, CONDITIONS OR DUTIES

YOU AGREE YOUR USE OF THE ACCOUNT AGGREGATION SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PNC MAKES NO WARRANTY THAT THE ACCOUNT AGGREGATION SERVICE OR THE INFORMATION OR CONTENT PROVIDED (i) WILL MEET YOUR REQUIREMENTS (ii) WILL BE UNINTERRUPTED, TIMELY, SECURED, OR ERROR-FREE (iii) WILL BE ACCURATE, TIMELY OR RELIABLE, (iv) WILL MEET YOUR EXPECTATIONS AS TO THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE ACCOUNT AGGREGATION SERVICES, OR (v) WILL BE ERROR FREE OR THE TECHNOLOGY WILL BE CORRECTED.

DUE TO THE NUMBER OF SOURCES FROM WHICH THE ACCOUNT AGGREGATION SERVICE CONTENT IS OBTAINED, AND THE INHERENT COMPLEXITIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN THE ACCOUNT AGGREGATION SERVICE, INCLUDING INFORMATION AND CONTENT. PNC MAKES NO WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE ACCOUNT AGGREGATION SERVICE, OPERATION OF THE INTERNET OR THE SERVICE, OR THE INFORMATION

CONTAINED ON OR AVAILABLE THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AND THE DEFECTS IN THE SERVICE WILL BE CORRECTED. PNC SHALL NOT BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOSS, DAMAGE, COST, EXPENSE, OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF, OR INABILITY TO USE, THE ACCOUNT AGGREGATION SERVICE, INCLUDING, WITHOUT LIMITATION, FROM LOSS OF DATA OR LOSS OF USE OF DATA, OR FROM ANY ACTION TAKEN BY YOU IN RELIANCE ON THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL PNC BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOST PROFITS OR FOR AN CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR ELSEWHERE, PNC'S AGGREGATE LIABILITY FOR ANY AND ALL MATTERS ARISING FROM OR RELATED TO THE ACCOUNT AGGREGATION SERVICE SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

Proprietary Rights

You acknowledge and agree that PNC or its Service Provider owns all rights in the Account Aggregation Services and to its and their website and technology. You are permitted to use the Account Aggregation Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, create derivative works, reverse engineer, or reverse compile the Account Aggregation Service or technology.

Acceptance of User Agreement and Changes

Your use of the Account Aggregation Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time, as described in [Changes to this Agreement](#). The licenses, user obligations, and authorization described herein are ongoing.

Privacy

PNC will protect and share your information as described in [Privacy](#).

- For your security, when you provide Access Credentials for Non-PNC Accounts, this login information is encrypted and is not readable by PNC or its Service Providers.
- Non-PNC Account information may be used by PNC to provide the Account Aggregation Service, and to make you aware of products and services that might be of interest to you.

User Conduct

You agree not to use the Account Aggregation Service or the content of information delivered through the Service in any way that would: (a) appear to constitute a representation of your net worth by PNC; (b) be deceptive or fraudulent, including but not limited to use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) create liability for PNC or its Service Providers or cause PNC to lose the services of our Service Provider(s); (e) access the information and content programmatically by macro or other automated means; or (f) use the Account Aggregation Service in such a manner as to gain unauthorized entry or access to computer systems.

As a condition of using the Account Aggregation Service, you warrant to PNC that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Account Aggregation Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Account Aggregation Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You agree that PNC or its Service Provider(s) has and retains all ownership and proprietary rights in the Account Aggregation Service, associated content, technology, and website.

Termination

- You may terminate your participation in the Account Aggregation Service or may tell us to stop accessing particular Non-PNC Accounts, by using the maintenance screens on the New Worth page of the Service. You should also change all of your Access Credentials for all accounts you no longer want PNC to access (this may effect termination sooner than PNC can arrange it through our Service Provider(s)). You can delete a Non-PNC Account from the Account Aggregation Service at any time. Such deletion will not affect information or content retrieved prior to that deletion. Termination will not affect your responsibilities and PNC's rights under this Agreement created before termination.
- PNC reserves the right to terminate your investment management, investment consulting, investment advisory, advisory or other agency account by which PNC provides investment advice to you ("**Agency Account**"), as well as the Account Aggregation Service, at any time and for any reason, including without limitation if PNC, in its sole judgement believes you have engaged in conduct or activities that violate this Agreement or any of the terms or the rights of the Account Aggregation Service, or if you provide PNC with false or misleading registration information or interfere with other users or the administration of the Service.

Once your Agency Account with PNC has terminated for any reason, you will have no further right to access or use the Account Aggregation Service.

Addressing Concerns

If you have any concerns about the Account Aggregation Service, please call the PNC Investments Services Group (ISG) at 1-800-622-7086.

- If you think a PNC Account includes incorrect information or missing information, contact the PNC Investments Services Group (ISG) at 1-800-622-7086.
- If you think a Non-PNC Account includes incorrect information or is missing information, contact the institution that holds the account.

The PNC Financial Services Group, INC. ("PNC") provides investment and wealth management, fiduciary services, FDIC-insured banking products and services and lending and borrowing of funds through its subsidiary, PNC Bank, National Association, which is a Member FDIC, and provides certain fiduciary and agency services through its subsidiary PNC Delaware Trust Company. PNC does not provide legal, tax or accounting advice.

Investments: Not FDIC Insured. No Bank or Federal Government Guarantee. May Lose Value.

Account Linking

Introduction

The account linking feature (“**Account Linking**”) allows you, if eligible, to use the Digital Services to: (1) link one or more accounts owned by a Business (“**Linked Business Account**”) to a Consumer profile (“**Primary Consumer Profile**”); (2) link one or more Linked Business Accounts to another business profile (“**Primary Business Profile**”); or (3) link one or more accounts owned by a Consumer (“Linked Consumer Account”) to a Primary Business Profile. One or more of these Account Linking capabilities may not be available to you at all times, depending on your account relationship with us and other factors. Eligible Account owners and certain Authorized Representatives of accounts associated with Primary Consumer Profile or Primary Business Profile (as applicable) may request Account Linking via Digital Services and, if approved, access Linked Business Accounts or Linked Consumer Accounts (as applicable). Account Linking requests for Business accounts can be approved only by the person identified as the controlling party for the Business account that is subject to the request (the “**Controlling Party**”).

Linking Business Accounts to a Primary Consumer Profile

Upon linking one or more Linked Business Accounts to a Primary Consumer Profile, anyone who accesses the Primary Consumer Profile can view Eligible Account information, perform transactions, and access any other Digital Services for the Linked Business Account(s); this includes the ability to move funds between the Linked Business Accounts and the Eligible Accounts in the Primary Consumer Profile.

Linking Business Accounts to a Primary Business Profile

Upon linking one or more Linked Business Accounts to a Primary Business Profile, anyone with access to the Primary Business Profile can view Account information, perform transactions, and access any other Digital Services for the Linked Business Account(s); this includes the ability to move funds between the Linked Business Accounts and the Eligible Accounts in the Primary Business Profile.

Linking Consumer Accounts to a Primary Business Profile

Upon linking one or more Linked Consumer Accounts to a Primary Business Profile, anyone who accesses the Primary Business Profile can view Eligible Account information, perform transactions, and access any other Digital Services for the Linked Consumer Account(s); this includes the ability to move funds between the Linked Consumer Accounts and the Eligible Accounts in the Primary Business Profile.

Permission to Access Linked Accounts

By requesting or approving a request to link Eligible Accounts, the Controlling Party, Account owner, or Authorized Representative (as applicable), for themselves and on behalf of any and all joint owners of the linked Eligible Account(s): (1) permits access to the linked Eligible Account(s) to view Eligible Account activity, perform transactions, and access any other Digital Services for the linked Eligible Account(s); (2) represents that they have the appropriate authority to request or approve a request to link Eligible Accounts using Account Linking; and (3) agrees to indemnify, defend, and hold PNC harmless from any claims arising out of the use of Account Linking.

Linked Eligible Accounts will remain linked until (1) the Account owner, Controlling Party, or other Authorized Representative tells us that the approval to link accounts was unauthorized or has been revoked; and (2) we have had reasonable opportunity to act on such notification (unless otherwise provided by law or regulation). The Controlling Party and certain Authorized Representatives may have the ability to unlink accounts within PNC Online Banking using the user ID and password associated with the account(s) to be unlinked.

We may discontinue offering Account Linking at any time, without prior notice. We may also, at our sole discretion, unlink any Linked Accounts at any time, without prior notice, and for any reason. The terms of this Account Linking Agreement and any other terms or agreements governing the linked Eligible Account(s) and any Accounts in the Primary Business Profile or Primary Consumer Profile are incorporated by reference.

Using Financial Management Software

If you use Financial Management Software to access your Eligible Account information, you understand and agree that, the Eligible Account information you download through your Financial Management Software is provided to you "as is" and "as available." We make no warranties and have no liability as to:

- Your access and use of your Financial Management Software according to the terms and conditions of any and all applicable license agreements with the providers of such Financial Management Software;
- The accuracy, completeness, or availability of the Eligible Account information that you can download through your Financial Management Software; and
- Any errors or omissions in the delivery or transmission of the Eligible Account information from us to you through your Financial Management Software.

General Terms and Conditions

Fees

You agree to promptly pay all fees and charges for the Digital Services. If you are a Business, you authorize us to charge the Billing Account or, if there are insufficient funds in the Billing Account, any other PNC Bank account for the fees. If you close the Billing Account, you must notify us immediately and identify a new Billing Account. Failure to notify us may result in the termination of the Digital Services, and you agree that we may charge any account you have with PNC Bank for the amount of any outstanding charges you owe. Additionally, if you close all PNC Bank accounts, you must notify us immediately to cancel all the Digital Services for which you have enrolled.

Communications with PNC

We will provide information concerning Digital Services through the mail, electronically, by phone, or by other means. We will send this information to the postal address, email address(es), or phone number(s) you provided to us (either within the Digital Services or previously in other financial arrangements with PNC) as your primary contact information, or as indicated otherwise in this Agreement or in the Electronic Communications Agreement. This is done as a security procedure to help ensure the confidentiality of your Digital Services. If your Eligible Account has more than one owner, we may send information to any one owner.

As part of your enrollment in the Digital Services, you consented to the Electronic Communications Agreement, which allows us to provide you with account-related communications electronically. You are

responsible for providing us with a valid e-mail address to accept delivery of electronic communications and you must notify us of any changes or updates to your email address. You agree that once we email or post the communications within our Website or on the Mobile app we have delivered the Communications to you in a form that you can retain.

Any notice you send to us won't be effective until we actually receive it and have a reasonable opportunity to act on it.

Changes to Your Contact Information

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, postal address, phone numbers, and email addresses. Changes can be made within Online Banking or Mobile Banking, or you can Contact Us. PNC is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information.

Eligible Mobile Numbers

In order to receive certain text messages from PNC, such as text alerts and Text Banking Services, you must have an Eligible Mobile Number.

We may monitor enrolled mobile numbers for changes initiated by you that would result in altering the mobile phone number eligibility. We may use third-party providers to process personal information for business purposes on our behalf. Third-party providers are contractually obligated to comply with our policies to protect information we share with them or they collect on our behalf.

The identification of an Eligible Mobile Number for use with the Digital Services does not constitute a recommendation, endorsement, or any representation or warranty of any kind by PNC regarding the performance or operation of such number or device associated with the number. The selection of an Eligible Mobile Number is your sole responsibility and all issues relating to the operation, performance and costs associated with such number are between you and your wireless carrier. This includes instances where your wireless carrier may block traffic from PNC, short codes, and other numbers to your Eligible Mobile Number.

Mobile Subscriber Information and Device Data

PNC may use information on file with your wireless carrier to verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Digital Services.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to PNC or its Service Provider for the duration of your business relationship, solely to help us or our Service Provider identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

We may share certain personal information and device-identifying technical data about you and your devices with third party Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the Digital Services by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party Service Providers to provide similar fraud management and prevention services for services or websites not provided by us.

Consent to Phone Calls and Text Messages

When you provide a number to us, you are consenting to PNC using an automated dialing system to call or text you, or to send automated or prerecorded messages to you, in order to service, and collect on, any account(s) (for which you are an authorized signer or designated contact person) with PNC and/or its affiliates. For any type of phone call with PNC, you consent that the call may be monitored or recorded for quality control and training purposes. You may opt out at any time. You consent to PNC leaving voicemail messages at your Eligible Mobile Number. You must be the named wireless provider account holder or have authorization from the account holder for the provided mobile number. You are not required to sign the agreement as a condition of purchasing any property, goods, or services.

Monitoring, Recording of Information and Disclosure to Third Parties

We may use tools (some of which may be provided or hosted by our third-party Service Providers) that enable us to monitor, capture, record and review your communications with us as well as any account-related activity, including any transactions initiated using the Digital Services and other action(s) taken within your account(s). We do this to maintain records of account-related activity and transactions, provide customer support, detect, prevent, and respond to actual or suspected security incidents, errors, fraud, and misuse, and for other quality, training, security, support and fraud detection and prevention purposes.

YOU ACKNOWLEDGE AND AGREE THAT ALL COMMUNICATIONS, ACTIONS, TRANSACTIONS AND OTHER ACTIVITY WITHIN, THROUGH OR OTHERWISE RELATED TO THE DIGITAL SERVICES MAY BE MONITORED, RECORDED, AND REVIEWED BY PNC AND OUR THIRD-PARTY VENDORS.

We may also disclose information about your Eligible Accounts, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us: (a) where it is necessary for completing transfers or transactions; (b) in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution; (c) where required by a federal, state, or local law or regulation to do so; (d) in response to a subpoena or are ordered by a court to do so; (e) in the investigation or prosecution of alleged fraudulent activity concerning your accounts; (f) if you give us your permission; or (g) as may be otherwise authorized in other agreements with us and, for Consumers, as set forth in the PNC Privacy Policy.

Privacy

The PNC Financial Services Group, Inc. family of companies is committed to treating and using personal financial information about you responsibly. The PNC Privacy Policy explains what personal information we collect, why we collect it, how we protect it, and how and why in certain cases we may share it among PNC companies or with select other parties. We also tell you how to exercise your personal information sharing and use choices. You can view the PNC Privacy Policy at pnc.com/privacy.

Changes to this Agreement

Under the terms of this Agreement, you may use the Digital Services to access your Eligible Accounts and perform certain banking, transfer, and electronic payment functions, obtain certain bill delivery and account information, and access the additional services made available to you through the Digital Services. From time to time, with or without prior notice, we may add Services, eliminate Services, or otherwise modify the terms or features of any Service. When we make any such change, we may make available Digital Terms for that Service, and the new or modified Digital Terms for that Service will become part of this Agreement. Any change will begin to apply upon the effective date of the change and will apply only to your future use of the Digital Services. Your continued use of the Digital Services following the effective date of a change signifies your acceptance of the change and any new or modified Digital Terms associated with the change.

Cancellation and Reinstatement of Digital Services

If you wish to cancel any of the Digital Services, you may [Contact Us](#) or send us cancellation instructions in writing to PNC Bank, National Association, Digital Banking Services, P7-PFSC-04-C, 500 First Avenue, Pittsburgh, PA 15219-3128. In some cases, you may not have the option to cancel individual Services. Any Bill Payment(s) already in process before the requested cancellation date will be completed. After the requested cancellation date, any Scheduled Payment, including recurring payments, will not be processed once the Digital Services are cancelled. We may terminate or suspend your use of the Digital Services at any time and for any reason. We may terminate this Agreement immediately if you misuse any Digital Services. If you withdraw your consent to receiving future notices in electronic form, we will immediately terminate your participation in the Digital Services. We also reserve the right to terminate the Digital Services at any time due to inactivity. Neither termination nor suspension shall affect your liability or obligations under this Agreement. To reinstate your Digital Services, [Contact Us](#).

Intellectual Property

Other than your personal information, you agree and acknowledge that all content connected with the Digital Services is the exclusive intellectual property of PNC, our licensors, and/or Service Providers and is protected by copyrights and international treaties and other intellectual property rights. You are permitted to use content delivered to you through the Digital Services, including the software and technology, only for your personal use. You may not, and will not allow or cause any third party, to copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse-engineer or reverse-compile any of PNC's and/or Service Provider's Services or technology, including any software or other content associated with Digital Services. Please note that all messages, suggestions, idea, concepts, notes, know-how, mail, and other information you may submit or send to PNC becomes, upon submission, PNC property without limitation or further consideration.

The trademarks, logos, and service marks displayed on, in, or connected with the Digital Services are the registered and unregistered trademarks of PNC, our Service Providers, or other third parties. You may not use, copy, alter, modify, or change these trademarks. Nothing contained on, in, or otherwise connected with these Digital Services should be construed as granting (by implication or otherwise) any license or right to use any trademarks without the express written permission of PNC, or the third party that has rights to such trademarks.

Assignment

You may not assign this Agreement to any other party. PNC may assign this Agreement to our parent corporation or to any now existing or future direct or indirect subsidiary of our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

PNC shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by PNC. No delay or omission on the part of PNC in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Headings

The headings of sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which the branch office where you opened your account is located. If you opened your account by mail, telephone or electronically through our Website, and we have a branch office in your state of residence, this Agreement is governed by the laws of that state. If we do not have a branch office located in your state of residence and your account was opened by mail, telephone or electronically through our Website, this Agreement is governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions. Regarding a dispute solely between you and Fiserv Services Corporation, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions. This Agreement is also at all times governed by the laws and regulations of the United States of America. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Entire Agreement

This Agreement, including the Electronic Communications Agreement, all Digital Terms, and the Account Agreement(s), constitutes the entire agreement between you and us and supersedes all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary. If there is a conflict between what an employee of PNC says and the terms of this Agreement, the terms of this Agreement will prevail.

Exclusions of Warranties

THE DIGITAL SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Indemnification

Unless otherwise provided in this Agreement, you agree to indemnify, defend, and hold harmless PNC, its affiliates, partners, officers, directors, employees, consultants, Service Providers and agents from any and all third-party claims, liability, losses, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Digital Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Digital Terms, or your infringement, or infringement by any other user of your Eligible Accounts, of any intellectual property or other right of any person or entity.

Consumer Electronic Funds Transfer Disclosure Statement for Digital Services

The following terms, conditions, and disclosures are made to you to explain electronic banking at PNC. They govern all consumer electronic banking transactions, including those made by use of your PNC Banking Card or PNC Bank Visa® Debit Card, if you have one, as well as through PNC Digital Services, including Online Banking through Quicken® or QuickBooks®, if you have selected any of these services. Some examples include the following:

- Purchases from merchants made by using your card
- Transferring funds or paying bills through the Digital Services, including Online Banking through Quicken® or QuickBooks®
- Automated Clearing House (ACH) transfers
- Electronic Check conversions
- Real-time payments through The Clearing House RTP® Network

Any other fund transfers to or from your account(s) that you pre-authorize, such as direct deposits and automatic payments to or from your account(s), if such transfers are made electronically.

You should also refer to certain other documents for terms and conditions relating to your account(s):

- The deposit account agreement that you received at account opening that contains general rules and regulations that apply to your deposit account
- The schedule of service charges and fees that you received at account opening
- This Digital Services Agreement and the Quicken® and QuickBooks® Direct Connect Service Agreement for Consumer and Business (if you have selected that service) for information concerning use of these services
- The Consumer Funds Availability Policy for information concerning the availability for withdrawal of deposits that have been made by electronic or other method to your PNC Bank account(s)
- The Telephone Transfer Authorization Agreement terms and conditions for information concerning use of that service (if you have selected this service)
- What You Need to Know about Overdrafts and Overdraft Fees for information concerning our overdraft policy on different types of transactions.

Definitions

In this Section, several words are used repeatedly, and have the following meanings:

- **“Account”** or **“accounts”** will mean each of your personal checking or savings accounts which you have arranged with us to access with your card or by any other electronic method.

- **“ACH”** will mean funds transferred electronically through the Automated Clearing House (ACH) network.
- **“Business Day”** includes every day except Saturday, Sunday, and federal holidays.
- **“Card”** or **“cards”** will include PNC Bank Card, PNC Bank Visa® Debit Card, or PNC Bank Visa® Debit Card with payWave, unless otherwise specified.
- **“Checking accounts”** will include interest-bearing and non-interest bearing personal checking account.
- **“Checks”** will include negotiable orders of withdrawal.
- **“Consumer”** will mean a natural person.
- **“Debit Card”** will mean a PNC Bank Visa® Debit Card.
- **“Electronic Check Conversion”** will mean a one-time electronic funds transaction where a check, draft or similar paper instrument is used as a source of information to initiate the transaction.
- **“Non-PIN purchase”** or **“Non-PIN transaction”** will mean a purchase or transaction made by use of a Debit Card without the use of a PIN.
- **“PIN”** will mean your confidential personal identification number or other confidential code assigned to you by PNC or selected by you for identification purposes in connection with the use of your card or with other electronic banking transactions.
- **“PIN purchase”** or **“PIN transaction”** will mean a purchase or transaction made by use of a card and a PIN.
- **“Savings accounts”** will include savings and money market deposit accounts.
- **“Transaction”** will mean any consumer banking transaction, including a deposit, withdrawal transfer, or purchase, that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a debit or credit to your account.

Disclosures of your rights and obligations

Consumer’s Liability for Unauthorized Transactions

Contact information for reporting lost or stolen passwords or cards is provided at the end of this Section.

Tell us AT ONCE if you believe your card, password, or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your checking or savings accounts to which you have access, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us promptly after you learn of the loss or theft of your password or card or an unauthorized transaction, you will not incur any loss or liability if someone used your password or card or made a transfer without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or 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 making the transfer 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 will extend the time periods.
- If you believe your card, password, or PIN has been lost or stolen or that someone has transferred or may transfer money from your checking or savings account without your permission, call the phone number or write to the address shown at the end of this disclosure statement.

Disclosure of types of available transactions and limits on transfers.

- If you have a checking account connected to your card, you may use your card and your PIN to make purchases at merchants who have agreed to accept the card for PIN purchases.
 - If your card is a PNC Bank Visa® Debit Card, you may use your Debit Card to make Non-PIN purchases at any merchant where Visa® is accepted.
 - If your card is a PNC Bank Visa® Debit Card, you may also obtain cash from your linked checking account at any Visa® member bank which provides you the ability to make PIN and/or Non-Pin transactions.
 - If your card is a PNC Bank Visa Debit Card, the card may be used to transmit funds to and from your linked account. These types of fund transfers may only be originated at participating member Visa banks.
- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to do the following:
 - Pay for purchases
 - Pay bills
- You may authorize transfers via Online Banking or Mobile Banking to or from your external accounts or PNC accounts that are not deposit accounts.
- You may authorize a one-time transfer to or from your PNC deposit account.
- You may authorize a third party to initiate a deposit or withdrawal of funds, including the payment of bills such as insurance premiums or loan payments.
- You may schedule telephone transfers.
- There are maximum limits on the total dollar amount of, PIN transactions or purchases, and Non-PIN transactions or purchases that you may make using your card in any calendar day. The amounts of these maximum limits will be disclosed to you when you receive your card. You may call us at the telephone number shown at the end of this disclosure statement if you need additional information on your limits.
- There are maximum limits on the dollar amount of transfers you can make using the Digital Services. The amounts of these maximum limits will be disclosed to you when you schedule a transfer. You may call us at the telephone number shown at the end of this disclosure statement if you need additional information on your limits.
- Use of your card and/or PIN is also subject to the following limitations:
 - If you have signed an agreement authorizing PNC Bank to honor telephone requests to transfer money between any of your checking or savings accounts, you can transfer funds by calling us at the phone number shown at the end of this disclosure statement, subject to the following:
 - For PNC Bank savings accounts of any kind, you may make unlimited withdrawals by mail, by ATM or in person; however, transaction fees will apply to your account if you exceed a total of six (6) preauthorized, telephone or automatic transfers to other accounts or third parties by use of your card or similar payment order payable to a third person during each monthly service charge period.
 - We reserve the right to prevent transfers which exceed the above limits or to monitor these transfers after they occur. We also reserve the right to suspend enforcement of these transaction limitations, or to modify them, at our discretion.
 - You may not use your card or PIN to perform transactions on internet gambling sites.

- You may not pay for purchases at a point of sale terminal or otherwise from your savings account.
- For security reasons, there may be other limits imposed on the number of deposits, withdrawals or purchases you can make and the amounts you can deposit, withdraw, or purchase within any period. Note also that the limits on your use of your card may be different at terminals owned by institutions other than us.
- There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit (see the Consumer Funds Availability Policy for more information).
- Contact us if you plan to travel and will be using your PNC Visa Debit Card outside the United States.

Disclosure of right to receive documentation of transfers.

- You can get a receipt at the time you perform a transfer with your card.
- If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call the phone number shown at the end of this disclosure statement to find out whether or not the deposit has been made.
- You will get a checking or money market account statement monthly. You will also get a monthly savings account statement unless there were no transfers to or from your savings account in a particular month. In any case, you will get the savings account statement at least quarterly.

Disclosures of charges for transfers or right to make transfers.

There are charges for certain transactions or the right to perform such transactions. The charge for each request will be the current charge as set out in the applicable schedule of services charges and fees.

Disclosure of right to stop payment on preauthorized transfers.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- Call the phone number or write to the address shown at the end of this disclosure statement in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. Be sure to tell us the name of the person or company to whom the payment is scheduled to be made and the amount of the payment you wish to stop. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. You will be charged for each stop-payment order you give in accordance with our current applicable schedule of services and fees. If a payment is made to the payee/merchant electronically, and the funds have already been deducted from your account, it is not possible to stop payment. Likewise, if payment is made to a payee/merchant via check and the check has already been cashed by the payee/merchant, you may not stop payment.
- If you order us to stop one of these preauthorized recurring payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages.
- You understand that you may not place stop payment orders on any transfers originated by use of a card except for arrangements made with merchants or payees for recurring payments.

Disclosure of right to receive notice of varying amounts.

If you have told us in advance to make regular payments out of your account, and these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set with the person you are going to pay.

Disclosure of Bank's liability for failure to make transfers.

If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the transfer will go over the credit limit on your overdraft line, if you have one
- If the transfer will exceed the limitations on your savings or money market account
- If the terminal, system, or Digital Services were not working properly, and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as interruption of telephone service or telecommunications facilities, fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment
- If your operating system was not functioning properly
- If the transfer cannot be made because of legal restrictions affecting your account

Disclosure of account information to third parties.

We will disclose information to third parties about your account or the transfers you make under the following circumstances:

- Where it is necessary for completing transfers
- In order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution
- In order to comply with government agency or court orders, or investigations or examinations by our bank regulators
- In the investigation or prosecution of alleged fraudulent activity concerning your accounts
- If you give us your permission
- As you may have otherwise authorized in other agreements with us

In case of errors or questions about your Electronic Transfers.

Visit a branch, inquire through Online Banking, call the telephone number, or write to us at the address shown at the end of this disclosure statement as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).

- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days (for verified unauthorized Non-PIN transactions, within five (5) Business Days), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days, (for PIN point-of-sale transactions and/or Non-PIN transactions up to 90 calendar days) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days (for verified unauthorized Non-PIN transactions, within five (5) Business Days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account or we may reverse any credit previously made to your account. (NOTE: Please see [Special Rules for New Accounts](#) and [Special Rules for Foreign Initiated Transactions](#) for additional information.) We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will reverse any credits made and will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Special Rules for New Accounts:

For errors involving new accounts, we may take up to 20 Business Days to provisionally credit your account for the amount you think is in error, and we may take up to 90 days to investigate your complaint or question.

Special Rules for Foreign Initiated Transactions:

For errors involving foreign initiated transactions (transfers initiated outside of the United States), we may take up to 90 days to investigate your complaint or question.

How to notify us in case of errors or questions about your Electronic Transfers.

For Digital Services, including Online Banking through Quicken® and QuickBooks® disputes:

- **Call us:** 1-800-762-2035
- For our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.
- **Write us:** PNC Bank Debit Card Services 500 First Avenue, 4th Floor Mailstop: P7 -PFSC-04-M Pittsburgh, Pennsylvania 15219

For ACH transaction disputes:

Call us: 1-888-PNC-BANK (1-888-762-2265) For our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.

If your card is lost or stolen, or if an unauthorized person has access to your password or online banking credentials, notify us immediately by calling 1-888-PNC-BANK (1-888-762-2265).

Contact Us

Emails from PNC are intended to inform you of our offers, promotions, and updates. PNC will never ask you for confidential account information to be sent by unsecured email. If you need to communicate sensitive customer information to PNC, you should go to the Customer Service page of pnc.com for options on how to contact us.

If you have concerns about the authenticity of email, text, or phone messages, please visit pnc.com/security for options on how to contact us.

Phone

Digital Services: Call us at 1-800-762-2035

Consumers: Call us at 1-888-PNC-BANK (1-888-762-2265)

Businesses: Call us at 1-877-BUS-BNKG (1-877-287-2654)

For our Deaf and Hard-of-Hearing Customers: PNC accepts Telecommunications Relay Service (TRS) calls.

Mail

Write to us at:

PNC Bank, National Association Digital Banking Services
P7-PFSC-04-J
P.O. Box 600
Pittsburgh, PA 15230-9430

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