

## ePayments Service

General. PNC's ePayments Service (the "Service") allows Customer to send cost-effective, electronic payments using multiple payment delivery options. A payment notification is delivered to the payee via email or text, and the payee can choose their preferred payment method. Customer may access this Service through PINACLE®, PNC's online banking platform for businesses and institutions, API or by Direct File Transmission.

Capitalized words or phrases not otherwise defined shall have the meaning set forth in the Agreement.

The Service Schedule for each Permissible Payment Method applies to each payment processed through the Service. In the event of a conflict between this Service Schedule and the Permissible Payment Method Service Schedule, the Permissible Payment Method Service Schedule shall control with respect to this Service. The customer agrees to comply with all Supporting Documentation requirements when using the Service. The availability of certain features is subject to change at any time.

### Definitions Applicable to the ePayments Service:

- "Alias Information" means the Recipient's email address, phone number and/or any other identifying information.
- "Days to Expiration" means the number of days after the Origination Date when the Recipient may accept the payment.
- "Early Warning Network" means the Early Warning Zelle Network.
- "Expiration Date" is the last day when the Recipient may accept the payment. The Expiration Date is the Origination Date plus the Days to Expiration. The Expiration Date is also the last day when the Payee Approver can approve the initiation of the payment.
- "Expired Payment" means a payment that may not be accepted by the Recipient because it is past the Expiration Date.
- "Future-Dated Payment" means a payment with an Origination Date of the next business day or later.
- "Origination Date" means the first business day on which the Recipient will receive notification that the Recipient may accept the payment.
- "Payee Approver" means a person specified by the customer that must approve the initiation of the payment to the Recipient. The Payee Approver may not be the Recipient.
- "Payment Network" means the system operator for each Permissible Payment Method, and the associated network directory that permits payment information to be transmitted among financial institutions that use such network.
- "Pending Payment" means a payment that the customer has initiated, that is not a Future-Dated Payment, and that the Recipient has yet to accept.
- "Permissible Payment Method" means a payment method that the customer may offer to the Recipient to receive the payment, including a payment via: ACH, Instant Payment, check, debit card, Zelle®, Direct to Debit (Visa®), PayPal/Venmo®, and/or another payment method required or permitted by PNC, subject to availability and requirements for each payment method.
- "Recipient" means the consumer payee in the U.S. over the age of 18 who will receive the initiated payment. A Recipient must hold an account at a federally insured U.S. financial institution to receive an electronic payment to that account.
- "Registered Recipient" means a consumer payee that has registered to use the applicable Payment Network.
- "Non-Registered Recipient" means a Recipient that is not a Registered Recipient.
- "Settlement Account" means the customer's PNC Account that will be debited for the payment.
- "Text Platform" means the SMS text message platform available to the Customer to send Recipients payment notifications or One-Time Passcodes.

Reliance on Alias Information and Payment Network Information Provided. PNC and other financial institutions that use each applicable Payment Network will rely on the Alias Information that the customer provides, as required by such Payment Network. PNC and other financial institutions may rely on the Alias Information without liability to the customer and without verifying the Alias Information even if the Instruction also contains a name or other information that is inconsistent with the Alias Information. The customer agrees to compensate PNC for any loss and expense incurred by PNC as a result of reliance on the Alias Information in executing or attempting to execute the customer's Instruction. This Service uses the Payment Network for each Permissible Payment Method and may utilize another payment service based on the customer's customization.

The customer agrees that PNC shall have no liability to the customer for any losses when PNC relies on information used by the Early Warning Network or other Payment Network, including any errors associated with: the network directories, the bank account(s) or other information that may be linked to the Alias Information, including if the Recipient is not able to access or control the linked bank account(s).

The customer also agrees that PNC shall have no liability to the customer for any losses when PNC relies on any information provided by the Recipient, including any errors or issues associated with: a routing or bank account number, debit card number or any other information provided by the Recipient, including if the Recipient is not able to access or control the bank account number the Recipient provided.

Recipient Notification. The Recipient will receive a notification from PNC when there is a Pending Payment for such Recipient, and such notification may be received on sources such as a computer, tablet and/or smartphone. The customer agrees that PNC can communicate with the Recipient, and the Recipient has consented to receiving communications associated with receiving payments and related matters, in accordance with applicable law, including email messages, texts through the Text Platform (described below) and/or other communication methods.

A Registered Recipient will receive notifications, such as an email message, text message, and/or other communication method, from the applicable Payment Network and/or the Recipient's financial institution when there is a Pending Payment for such Recipient.

These notifications may include information from the memo field of a Pending Payment, and such information may not be encrypted. If the customer provides information for the memo field, the customer is responsible for ensuring it has the proper authority to share that information and that doing so complies with all applicable privacy, confidentiality, and data security laws, regulations and rules, including other legal requirements.

Text Message Platform. The customer may choose to enable the Text Platform to send texts to Recipient(s) to provide notification of available payments or to deliver a One-Time Passcode (OTP). All text messages will contain the program name, Pay Choice, and must meet PNC's requirements and all applicable laws. In addition to the customer's other indemnification obligations under the Agreement, the customer agrees to indemnify PNC against, and to release PNC from, any claim, loss or liability in connection with the Text Platform and text messages.

The customer agrees that it (1) will not use the Text Platform to send a text with marketing purpose; (2) will only use the Text Platform to send texts with a non-marketing purpose to consumers with whom the customer has a business relationship and from whom the customer has obtained prior express consent as that term has been interpreted by the FCC and has obtained consent in a manner consistent with the CTIA's Short Code Monitoring Handbook; (3) will not use the Text Platform to send texts to consumers who have revoked consent or from whom the appropriate consent has not been obtained; (4) will not use the Text Platform to send a text to a number that (a) has been reassigned to a consumer with whom the customer has no relationship or from whom

the customer has not obtained prior express consent or (b) is not associated with the intended recipient (i.e., is a "wrong number"); (5) will validate that any number to which the customer sends a text is a number associated with the intended recipient (i.e., the consumer with whom the customer has a relationship); (6) will only use the Text Platform to send texts that contain information requested or expected by the recipient and related to the business relationship between the customer and recipient; and (7) is the sender of the text (not PNC) and, as such, the customer agrees to comply with all state and federal laws applicable to it as the sender of the text. The texts will have features that include message frequency that may vary, help information with HELP and cancellation of texts with STOP. The customer may send texts in accordance with the customer's Website Terms and Conditions and Privacy Policy. See Appendix A.

Recipient Registration on Network. If the Recipient is a Non-Registered Recipient, the Recipient may receive information regarding registration when required by the applicable Payment Network. Non-Registered Recipients may not be able to receive payments. If the Recipient fails to complete registration required by the applicable Payment Network, the payment may not be processed.

Recipient Acceptance and Completion of Payment. The Recipient must accept the Pending Payment by the Expiration Date and complete the initiated payment when it selects a Permissible Payment Method to receive funds for the payment. To receive funds for the payment, the Recipient may need to provide additional information, such as a routing and bank account number or debit card number. A Registered Recipient may also automatically accept a Pending Payment based on the Registered Recipient's preferences for future/recurring payments. If the Recipient does not accept the Pending Payment by the Expiration Date, then the Pending Payment will be an Expired Payment and will be handled in accordance with the customer's preferences.

Limits and Risk Management. PNC may impose certain limits for the customer's Instructions, including by dollar amount, number of or type of payee(s) and/or any other criteria in PNC's sole discretion. PNC may impose additional limits depending on the Permissible Payment Methods the customer has offered and may implement other risk mitigation procedures for the customer at any time and from time to time.

Modification or Cancellation. The customer may not request to modify or cancel an Instruction after PNC sends the Instruction to the applicable Payment Network. The customer may submit a request to cancel the Instruction if the Instruction is a Pending Payment or a Future-Dated Payment. The customer's request to modify or cancel an Instruction must be delivered to PNC in accordance with the requirements specified by PNC.

The customer acknowledges that PNC shall have no obligation and no liability when PNC attempts to modify or cancel an Instruction.

The customer agrees that once the Recipient has selected a Permissible Payment Method to receive the funds for the payment: (i) the customer will not be able to cancel the payment; and (ii) the customer will not use another method outside of this Service to attempt to modify or cancel the payment.

Authorization to Charge. The customer authorizes PNC to charge the customer's Settlement Account(s) in the amount of the payment once the Recipient has accepted the Pending Payment and selected a Permissible Payment Method to receive the funds for the payment (based on the standard settlement processes for the selected payment method), or when PNC uses another payment service to send the funds to the Recipient, such as to complete an Expired Payment. The customer agrees to have in the account(s) sufficient available funds to cover the total amount of the payments initiated through this Service. The customer also agrees that PNC will not process any payment that will exceed the available funds, or any limits for Instructions, in the account(s).

White-Label Website Terms and Conditions and Requirements. This Service uses a white-label configuration; it requires that the customer provides Website Terms and Conditions, which PNC will post on the ePayments website. The customer may also post a Privacy Policy on the website.

PNC has provided the customer with a sample Website Terms and Conditions document. The customer understands and agrees that this sample is being provided as a courtesy sample, only, and does not reflect legal review or approval. PNC makes no representations, warranties or commitments that the sample Website Terms and Conditions provided are appropriate for use by the customer or comply with laws applicable to the customer. The customer should not rely on this sample document without its own legal review, guidance and approval.

The customer must include in the Website Terms and Conditions all the sections marked as “Required” from the sample. The customer agrees not to include any reference identifying PNC within the customer’s Website Terms and Conditions or Privacy Policy statement, including any reference to PNC’s name, address, logo or other PNC identifying information. The customer also agrees not to express or imply any obligations or liabilities of PNC within the customer’s Website Terms and Conditions or Privacy Policy statement.

The customer will be required to submit the text of the customer’s Website Terms and Conditions to PNC, in writing. If the customer wants to post a Privacy Policy, the customer is also required to submit that text to PNC, in writing. Neither providing these materials to PNC nor PNC’s posting of such materials shall constitute PNC’s approval thereof. PNC will not be responsible for monitoring or enforcing the provisions set forth in the posted Website Terms and Conditions or Privacy Policy. Any such monitoring or enforcement efforts shall remain solely the customer’s responsibility.

## **APPENDIX A**

### **Sample Recipient Consent Language for SMS Text Messages**

#### Purpose of this Appendix

As a courtesy, PNC has provided sample language below that the customer may use, or adapt for its use, to obtain a Recipient’s consent to receive text messages related to the Service. The customer is solely responsible for ensuring that its consent process, text messages, and related disclosures comply with applicable law, rules, regulations, and carrier requirements. The customer should not rely on this sample and should obtain its own independent legal review and guidance.

#### Customer Use These Samples

This Appendix includes two separate sample consent scripts, each intended for a different type of text message:

- Sample 1 should be used if the customer sends text messages to notify a Recipient about a pending payment or payment status.
- Sample 2 should be used if the customer sends text messages that contain one-time passcodes to verify a Recipient’s identity.

## **SAMPLE 1 - PAYMENT NOTIFICATION SMS TEXT MESSAGES**

“Are you interested in getting the text notifications?”

If you'd like to receive text notifications via SMS with information regarding your pending payment, you can provide your mobile number. Once you've received your confirmation, you can get help by texting HELP to [Applicable short code number, ex. 21239] or cancel text alerts by replying STOP to [Applicable short code number, ex. 21239]. You can access our terms and conditions at [Customer Terms URL], and our privacy policy at [Customer Privacy Policy URL].

Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

Wireless carriers are not responsible for delayed or undelivered messages.

Implementation Note (for Customer Use Only). If the Recipient agrees (for example, by replying “Yes” or checking a box), the customer may enroll the Recipient to receive payment notification SMS text messages. If the Recipient declines, no further action should be taken.

## **SAMPLE 2 - ONE-TIME PASSCODE (OTP) SMS TEXT MESSAGES**

By providing your mobile number, you agree that Pay Choice will deliver One-Time Passcode (OTP) messages to your mobile device for the purpose of verifying your identity and securing access to your account. These OTP messages are sent on a one-time, per-request basis and are not part of a recurring messaging campaign.

If you experience issues with the [Program Name or Use Case], you can text HELP to [Applicable short code number, ex. 21239], or get help by contacting Pay Choice directly at [help@thepaychoice.com](mailto:help@thepaychoice.com). You can cancel the Pay Choice OTP Service at any time by texting STOP to the short code. After you text STOP to us, we will send you an SMS message to confirm you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time, and we will start sending SMS messages to you again.

Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

You can access our terms and conditions at [Customer Terms URL] and our privacy policy at [Customer Privacy Policy URL].

Wireless carriers are not responsible for delayed or undelivered messages.

Implementation Note (for Customer Use Only). If the Recipient agrees to receive one-time passcode SMS text messages, the customer may use SMS text messaging to deliver passcodes for identity verification as needed. If the Recipient declines, an alternative verification method should be used.