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## **Online Banking Service Agreement Consumer and Business Accounts**

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#### **I. CONSENT FORM TO RECEIVE ELECTRONIC DISCLOSURES AND COMMUNICATIONS**

##### **IMPORTANT INFORMATION WILL BE FURNISHED TO YOU ELECTRONICALLY.**

###### **A. READ THIS NOTICE CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

This Consent Form covers all of your accounts, products and services with PNC Bank, National Association, and its affiliates, that are accessible electronically either currently or in the future through a personal computer or mobile device.

Certain laws and regulations require PNC to deliver specific information to you "in writing", which means delivery of the information on paper. With the passage of the E-Sign Act, and similar state statutes, we may provide such information to you electronically if we present you certain disclosures (as contained in this Notice) and you agree (consent) to receive the information electronically. Your consent will also apply to any other person named on your account, product or service. Certain accounts such as Virtual Wallet are provided online and use electronic means to deliver information, and you must consent to this Notice in order to use such products or services.

You have the option to receive your account disclosures; electronic payment disclosures, including single payment or recurring payment authorization; payment program

disclosures; Privacy Policy disclosures, if applicable; and any amendment or other disclosures related thereto (collectively called "Communications") electronically rather than on paper. So that we may fulfill this request, you agree that we shall electronically provide to you disclosures and information related to your account, and you must have the ability to print or download the information. By consenting to receive information electronically, you will not receive the information in paper form, except as noted below.

Please read the following important information about electronic Communications before you decide to receive them electronically:

## **B. DISCLOSURES AND COMMUNICATIONS AVAILABLE ELECTRONICALLY**

1. By submitting this consent form, you may receive Communications relating to any PNC account, product or service electronically. Communications include, but are not limited to, disclosures, notices, agreements, fee schedules, statements, records, documents or other information that we are required or that we desire to deliver to you. Examples may include, but are not limited to, the following:
  - a. Account agreements; fee schedules; fee notices including late or returned fees, overdraft fees, over-limit fees and returned items fees; and other account disclosures.
  - b. Payment disclosures, including single payment or recurring payment authorization.
  - c. Periodic account and activity statements.
  - d. Shareholder notices, prospectuses, reports, trade confirmations and tax reporting statements.
  - e. Consumer Information Privacy Principles.
  - f. Disclosures and notices that may be required by various laws and regulations such as the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations.
  - g. Other information related to your account, including account servicing letters, notices and forms.
2. The above shall collectively be referred to as "Communications" that we may send to you electronically. All Communications from us delivered to you in electronic format will be considered "in writing." You should print or download, for your records, a copy of this document and any other Communication that is important to you. We may always, in our sole discretion or if required by law, provide you with any Communication in paper form, even if you have chosen to receive it electronically. Communications shall be sent to the primary address we show for you in our records.

## **C. WITHDRAWAL OF THIS CONSENT**

You may withdraw this consent at any time after submission by calling us at 1-800-762-2035.

If you withdraw your consent to obtain electronic Communications, paper copies will be provided to you for future Communications. If you request a paper copy of a Communication, we may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically.

#### **D. UPDATING ELECTRONIC INFORMATION**

It is your responsibility to provide us with a true, accurate and complete email address, contact information and any other information needed to contact you electronically. To update your electronic address, you may call us at 1-800-762-2035 or update your information within Online Banking under the Customer Service tab. You agree to promptly notify us when you change your email or other electronic address. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications.

#### **E. SYSTEM REQUIREMENTS**

To receive the requested Communications electronically, you will need the following:

1. An active email address and Internet connection, along with a web-enabled device with an operating system capable of supporting items 2 and 3.
2. A current version\* of an Internet browser we support, which may include Microsoft Edge, Firefox, Safari or Chrome. You can click [here](#) to find out the versions we support.
3. Access to a printer or the ability to download information to keep copies for your records. You will also need a current version\* of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader.

\*By "current version", we mean a version of the software that is currently being supported by its publisher and that we support.

If we change hardware or software requirements, we will post the current hardware and software requirements at [pnc.com/onlinebanking](http://pnc.com/onlinebanking).

If you enroll for a PNC account, product or service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will inform you, at the time of enrollment, of any additional action you must take. If you take the required action, you are confirming your consent to receive electronic Communications under the terms of this Consent Form.

**NOTE:** If you consent to electronic Communications but still desire a copy of Communications to be provided on paper, please call us at 1-800-762-2035. If we agree, we may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically.

**By providing your consent at the end of this agreement, you give your affirmative consent to PNC to provide electronic Communications to you, as described above. You further affirm and confirm that you have the hardware and software described**

**above, that you are able to receive and review electronic records, and that you have provided, or will provide to us, a current, valid email address to which we may deliver electronic Communications. By obtaining electronic delivery of Communications, you confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives and/or delegates identified with your PNC products and accounts.**

## II. INTRODUCTION

- A. This Agreement between you and PNC Bank, N.A (PNC) governs the use of PNC's Online Banking Services. These services permit PNC customers (consumers, sole proprietors and a limited number of other business customers) to perform a number of banking functions on accounts linked to the service through the use of a computer or mobile device. For Consumers, this includes some investment accounts with our affiliate, PNC Investments. This Agreement, along with our Consumer Schedule of Service Charges and Fees or, for business accounts, our Business Checking Accounts and Related Charges (collectively, the "Agreement"), explains the terms and conditions governing PNC's Online Banking Services. This Agreement applies to account access through 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. Please read this Agreement carefully and note that different provisions will apply based on whether you are using our Online Services to access personal or business accounts. Also, different fees will apply based on whether you enrolled in Online Banking Services as a consumer or as a business customer. By enrolling electronically or otherwise, and by using any of the Online Services, you agree to be bound by the terms and conditions of this Agreement. This Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your accounts, or an error has occurred. Keep this Agreement for future reference. Except as stated below this Agreement is governed by the laws and regulations of the Commonwealth of Pennsylvania and the United States, as amended from time to time. When you use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the Agreement that apply to you (depending on whether you are accessing the Services as a consumer or as a business customer).

Your communications, as well as any actions, transactions and activity within, through or otherwise related to the Online Banking 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.

1. Online Banking for Consumers and Businesses:
  - a. To use Online Banking, you must have:
    - i. An Internet access device with service through an Internet service provider.
    - ii. An Online User ID and PIN or password.
2. Each of your deposit accounts at PNC Bank are also governed by an applicable Account Agreement for Checking and Savings, Schedule of Service Charges and

Fees or Business Checking Accounts and Related Charges and other applicable account documentation, and lines of credit are governed by the applicable line of credit agreement (collectively, your "Account Disclosures"). To the extent applicable, the Account Disclosures also apply to any electronic fund transfers made to or from your accounts by use of any of the Online Banking Services. This Agreement will control, however, in the event of any conflict between the Account Disclosures and this Agreement.

3. Throughout this Agreement, the following terms will have the meanings set forth below:
- a. **"Access"** refers to the ability to obtain account information, electronic messages, transfer funds between accounts, or pay bills, receive bills, reorder checks, etc., or any other service offered online by PNC, as described further in this Agreement.
  - b. **"Account"** means a checking, money market or savings account that is an Eligible Account.
  - c. **"Account Agreement"** means the various agreements and disclosures that govern your account(s) at PNC. Such agreements include but are not limited to: for Consumers the Account Agreement for Personal Checking and Savings Account; Consumer Electronic Funds Transfer Disclosure Statement; Consumer Schedule of Service Charges and Fees; and the Consumer Information Privacy Principles; and/or any applicable home equity line of credit agreement. For Businesses the Account Agreement for your Business Account; Account Information: Business Checking Accounts and Related Charges and/or any applicable line of credit agreement.
  - d. **"ATM"** will mean automated teller machine or banking machine.
  - e. **"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.
  - f. **"Bill Payment Account"** is the designated checking account(s) from which bill payments will be made.
  - g. **"Billing Account"** means the account(s) you have designated to be charged for any and all fees and charges associated with the Online Services.
  - h. **"Business account"** means an account that is used for other than personal, family or household purposes.
  - i. **"Business customer"** means the legal owner of a business account or an individual who is an authorized signer.
  - j. **"Business days"** means Monday through Friday, excluding Saturday, Sunday and banking holidays set forth under the laws of the United States.

- k. **"Consumer"** means the owner of a personal account.
- l. **"Designated Account"** means your designated checking account, debit, or credit card, from which payments will be made.
- m. **"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.
- n. **"Eligible Accounts"** are those types of PNC accounts referred to in the User Guide, which may be accessed for Online Banking Services. Eligibility is based on account type and your customer to account relationship.
- o. **"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.
- p. **"ET"** means Eastern Time. **"CT"** means Central Time.
- q. **"Individual Payment Limit"** is a dollar amount that the Service may impose on any individual payment you attempt to schedule.
- r. **"Lending Account"** means an installment loan, line of credit account or credit card that is an Eligible Account.
- s. **"Online Banking"** means PNC Bank's online banking service which allows you to access transaction information on Eligible Accounts.
- t. **"Online Bill Pay"** means PNC Bank's Online Bill Pay service which allows you to perform payments to third parties from your Designated Account.
- u. **"Online Banking Services"** means collectively Online Banking, Online Bill Pay, and other computer banking services which PNC Bank may make available from time to time.
- v. **"Password"** means the confidential password or other confidential code assigned to you by PNC Bank or selected by you for identification purposes in connection with the use of Online Banking Services.
- w. **"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.
- x. **"Payment Instruction"** is the information provided by you to Online Banking 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).
- y. **"Personal account"** means an account that is maintained for personal, family or household purposes.

- z. **"Photocopy request"** means an on-line request to have the Bank provide a copy of a deposit ticket, deposited check, cleared check or account statement.
- aa. **"Recurring payment"** means a payment scheduled to be carried out on successive future dates without further instruction from a customer.
- bb. **"Scheduled Payment"** is a payment that has been scheduled through Web Bill Payment but has not begun processing.
- cc. **"Scheduled Transfer"** is a transfer that has been scheduled through the Service but has not begun processing.
- dd. **"Scheduled Transfer Date"** is the date selected when a transfer is scheduled. Additional details about the transfer can be found where you schedule your transfer.
- ee. **"Service," "Transfer Service," or "Transfer Funds Service"** means the Online Banking Transfer Funds Service, or Online Bill Pay Service or External Transfer Service offered by PNC Bank as indicated in their respective sections of this agreement.
- ff. **"Stop payment order request"** means that the Bank will accept online instructions to stop payment on a check, range of checks, recurring debit card transaction, or an ACH debit that the Customer anticipates will be presented against its Consumer or Business Account.
- gg. **"Super User"** means you or the person you designated as the authorized person to access services when you enrolled in Online Banking.
- hh. **"Sub User"** means an individual who has been granted access to Online Banking by the Super User.
- ii. **"Transaction"** means any electronic banking transaction, including a deposit, withdrawal or bill payment initiated electronically.
- jj. **"Transfer"** means any banking transaction, including deposits or withdrawals, that is initiated through an electronic terminal, telephone, computer, electronic check conversion, or magnetic tape for the purpose of ordering, instructing, or authorizing a debit or credit to your consumer or business account.
- kk. **"Transfer Account"** is the designated account(s) from which transfers will be debited. Eligible accounts for the Transfer Service will be designated in the User Guide.
- ll. **"Transfer Instruction"** is the information provided by you to the Service for a transfer to be made (such as, but not limited to, account number, and Scheduled Transfer Date).

- mm. **"PNC," "Bank," "we" "us"** refers to either PNC Bank National Association, depending on the holder of your Designated Accounts.
- nn. **"User Guide"** is the file found within Online Banking that provides information and guidance concerning the Online Banking Service.
- oo. **"You," "your" and "yours"** refer to each consumer or business customer who has enrolled in PNC's Online Banking Services.

### **III. ACCESSING YOUR ELIGIBLE ACCOUNTS**

You can access your eligible accounts through the Online Banking Service. Eligible account types may change from time to time. Eligibility is based on account type and your customer to account relationship. By enrolling in Online Services, you will be given access to all PNC Bank accounts of which you are an owner (including joint accounts) and which are considered Eligible Accounts, unless the account you wish to access is an account that requires two or more signatures. Accounts requiring two or more signatures are not accessible through the online banking services. A listing of Eligible Accounts can be found in the User Guide.

### **IV. TERMS AND CONDITIONS**

#### **A. GENERAL ONLINE SERVICES TERMS AND CONDITIONS FOR ALL CUSTOMERS**

This Section A applies to customers accessing either personal or business accounts.

##### **1. Fees**

Any fees that you will be charged for accessing Eligible Accounts or services through the Online Banking Service will be based on whether the account enrolled is a consumer or business account. Fees for consumers are disclosed in our Consumer Schedule of Service Charges and Fees, while fees for business customers are disclosed in our Business Checking Accounts and Related Charges. You agree to pay promptly all fees and charges for the Online Banking Services and 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. You agree to be responsible for telephone charges to the extent that any may be incurred through use of our Online Banking Services. 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 Online Banking 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 Online Banking Services for which you have enrolled. If you fail to notify us, you will continue to be responsible for any service charges that apply.

##### **2. Addition of New Services**

PNC Bank may, from time to time, introduce new online services. We may notify you of the existence of these new services when they become available and, if you choose to make use of any new service, you agree to be bound by any terms and conditions regarding the new services that we may send to you.

### **3. Cancellation and Reinstatement of Online Banking Services**

If you wish to cancel any of the Online Banking Services, you may call us, or send us cancellation instructions in writing to PNC Bank, National Association, Online Banking Services, P7-PFSC-04-C, 500 First Avenue, Pittsburgh, PA 15219-3128. If you choose to call us, then please call us at 1-800-762-2035. In order to reinstate your Online Banking Services, you must call us at the appropriate number as referenced above.

Any Bill Payment(s) already processed before the requested cancellation date will be completed by Online Banking. All Scheduled Payments after the requested cancellation date, including recurring payments, will not be processed once Online Banking is cancelled. We may terminate or suspend the Service to you at any time and for any reason. We may terminate the Service to you if you engage in unauthorized transactions or gain unauthorized access to information concerning another individual. We also reserve the right to terminate the Service in the event your service is inactive for a period of 150 days. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **4. Transfers and Payments**

We may from time to time, limit the number of, the type, and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of our Online Banking Services, notwithstanding the amount in your accounts. Limits on the number of transactions that may be performed on your PNC Bank savings or money market accounts are described in the applicable Account Agreement for such accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold is removed. We may, at our discretion, allow your transfers to be paid and create an overdraft on the account. You agree to immediately reimburse us for the amount of the overdraft, and to pay any overdraft charges that may apply to your account, as set forth in your Account Agreement and Disclosures. You authorize PNC to withdraw, debit or charge the necessary funds from your designated PNC account on the date on which you schedule any payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account(s) at the time of the withdrawal. It is necessary that collected funds be in your account no later than the business day before your Estimated Payment Date, Estimated Arrival Date, or your Scheduled Transfer Date due to the electronic processing of payments.

### **5. Communications from PNC Bank**

We will only send information concerning Online Banking Services to the street address and email address you have designated to us (either in your enrollment or previously in other financial arrangements with PNC Bank) as your primary address. This is done as a security procedure to help ensure the confidentiality of your Online Banking relationship. As a part of the Online Banking Service, you consent to receive all legally required notifications via electronic means. We will provide all future electronic notices as required by applicable law. However, if an emergency occurs or if a change is necessary to maintain or restore the security of an account or the Online Banking system, we will provide any required change in terms notice as soon as possible as permitted by applicable law. You may download or print the notices from your computer. At your request, we will

provide you with a paper copy of any of the above documents or notices without any fee. You may obtain paper copies by contacting us at 1-800-762-2035. You may withdraw your consent to receiving future notices in electronic form, but if you do, we will immediately terminate your participation in the Online Banking Service.

## **6. Recording of Information and Disclosure to Third Parties**

We may use tools (some of which may be provided or hosted by our third party vendors) that enable us to capture, record and review your communications with us as well as any account-related activity, including any online banking transactions and other action(s) taken within your account. We do this in order to maintain records of account-related activity and transactions, 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 ONLINE BANKING SERVICES MAY BE RECORDED, MONITORED 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; or
- 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; or
- 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 Financial Services Group, Inc. Consumer Information Privacy Principles.

## **7. Password and Security/Your Liability for Unauthorized Transactions/Errors and Questions**

You agree not to give or make available your PIN/Password/User ID or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Online Banking Services. If you permit other persons to use Online Banking Services or your PIN/Password/User ID or other means to access your account, you are

responsible for any transactions they authorize. If you believe that your PIN/Password/User ID or other means to access your account has been lost or stolen or that someone may attempt to use Online Banking Services without your consent or has transferred money without your permission, you must notify us at once by contacting us at 1-800-762-2035, and we may require that you update your PIN/Password/User ID to protect your account security.

For Consumers Only: For more information on your rights and obligations concerning unauthorized or erroneous Transactions, please refer to PNC's Consumer Electronic Funds Transfer Disclosure Statement ("EFT Statement"), which is an Account Disclosure, provided to you when you opened your deposit account. If you need another EFT Statement, call us at 1-888-762-2265.

## **8. Alterations, Amendments and Termination**

This Agreement, the User Guide or any applicable fees and service charges may be changed, altered or amended by PNC Bank at any time and from time to time. In such event, PNC Bank shall provide notice to you. Any use of the Online Banking Service after the effective date of any change in terms will constitute your agreement to such change(s). Further, PNC Bank may, from time to time, revise or update the applications, services, and/or related material.

PNC Bank reserves the right to terminate this Agreement. We may terminate this Agreement immediately if you misuse any Online Banking Service, or if you withdraw your consent to receiving future notices in electronic form we will immediately terminate your participation in the Online Banking Service.

## **9. Address or Banking Changes**

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made within Online Banking or by calling us at 1-888-762-2265. PNC Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information. The Consumer Online Banking and Bill Pay Guarantee as it applies to any late payment related charges is void when the error or fees incurred are a result of incorrect information that you have provided to the Online Banking Service.

## **10. Disputes**

In the event of a dispute regarding Online Banking, you and PNC agree to resolve the dispute by looking to this Agreement. You agree that this Agreement and your Account Agreement are the complete and exclusive statement of the agreement between you and PNC Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and PNC Bank relating to the subject matter of this Agreement. 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.

**Business Customers Only:**

Only Super Users may file disputes using Online Banking. Sub Users are neither authorized nor enabled to file disputes using Online Banking.

**11. Assignment**

You may not assign this Agreement to any other party. PNC Bank 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.

**12. No Waiver**

PNC Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by PNC Bank. No delay or omission on the part of PNC Bank 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.

**13. Captions**

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

**14. 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 Internet 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 Internet website, this Agreement is governed by the laws of the Commonwealth of Pennsylvania. With regard to 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.

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 ONLINE BANKING SERVICE.

**Exclusions of Warranties**

THE SERVICE 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.

**B. ADDITIONAL ONLINE BANKING SERVICES TERMS AND CONDITIONS FOR CONSUMER ACCOUNTS**

This Section B does not apply to customers accessing business accounts.

**1. Consumer's Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your PIN/Password/User ID has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in the accounts to which you have access through Online Banking Services, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. In case of errors or questions about Online Banking Service transactions, promptly call us at 1-800-762-2035 or, at 1-800-531-1648 (TT).

For more information on your rights and obligations concerning unauthorized or erroneous Transactions, please refer to PNC's **Consumer Electronic Funds Transfer Disclosure Statement ("EFT Statement")**, which is an Account Disclosure, provided to you when you opened your deposit account. If you need another EFT Statement, call us at 1-888-762-2265.

**a. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

The PNC Financial Services Group, Inc. Consumer Information Privacy Principles explains how we collect and protect personal information and how and why in certain limited cases we may share such information. Please review such disclosure, as well as the PNC Website Customer Information Privacy Policy, both found at [www.pnc.com](http://www.pnc.com).

**b. SERVICE FEES AND ADDITIONAL CHARGES**

Fees for Consumers are disclosed in our Consumer Schedule of Service Charges and Fees. You agree to pay promptly all fees and charges related to Online Banking Services and authorize us to charge any of your PNC Bank accounts for the fees. You agree to be responsible for telephone and Internet Service Provider (ISP) charges to the extent that any may be incurred through use of Online Banking.

Currently no fees are imposed for using the Online Banking Bill Payment or Transfer Services. Your deposit account(s) are subject to fees and charges as outlined the Schedule of Service Charges and Fees.

**C. TERMS AND CONDITIONS FOR INTERNAL TRANSFER FUNDS SERVICE (Consumer and Business Accounts)**

PNC Bank is pleased to offer our Transfer Funds Service as a feature of PNC Bank's Online Banking Service. You may use this Transfer Funds Service to transfer funds between your eligible PNC Bank accounts, draw funds from your PNC Bank Line of

Credit, or make payments to your PNC Bank loans. Consumers may also transfers funds using eligible PNC Investment accounts. **Detailed instructions and an explanation of how to use the Transfer Funds Service can be found in the User Guide in the Transfer Funds section.** These instructions are incorporated as part of this Transfer Funds Service Agreement, and you agree to follow such procedures and instructions. By using the Transfer Funds service, you agree to be bound by the Terms and Conditions of this Agreement. We suggest that you keep a copy of this Transfer Funds Service Agreement together with your Account Agreement and/or Loan/Line of Credit Agreement for reference. If you need an additional copy of your Account Agreement, please call us at 1-800-762-2035.

## **1. TRANSFER FUNDS SCHEDULING**

### **a. Transfer Authorization**

By providing PNC with information about 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.

PNC will use its best efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account.
- ii. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
- iii. The transfer is refused as described in Section H of this Agreement.
- iv. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account information.
- v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- vi. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate.

### **b. Information provided to Us**

You agree to provide true and accurate information to PNC.

**c. 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 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:

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

**d. 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 transferring to an Account (checking, savings or money market), any future dated, or recurring transfer scheduled to occur on a non-Business Day will be processed on the Business Day prior to the Scheduled Transfer Date. If transferring to a Lending Account, refer to the User Guide and Online Banking screens where you schedule your transaction for more detailed information.

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.

e. **Modifying or deleting Transfer(s)**

Same day transfers made to or from eligible products using our Transfer Funds Service may not be modified or deleted after you submit the transfer. Refer to the Transfer Funds screen disclosures provided for future dated or reoccurring modification and deletion timelines.

**2. GENERAL PROVISIONS**

**a. 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 or your password or other means to access your account, you are responsible for any transactions they authorize. 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 notify us at once by contacting us at 1-800-762-2035, and we may require that you update your PIN/Password/User ID to protect your account security.

**b. Your Liability for Unauthorized Transfers/Errors and Questions**

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

**c. Disclosure of Account Information to Third Parties**

The PNC Financial Services Group, Inc. Consumer Information Privacy Principles 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 Website Customer Information Privacy Policy, both found at [www.pnc.com](http://www.pnc.com).

**d. Service Fees and Additional Charges**

Currently no fees are imposed for using the Transfer Service. For all customers, your deposit 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.

**e. 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 or lending 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. We will notify you of any failed transfers using our Transfer Funds Service.

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

**f. Service Termination, Cancellation or Suspension**

In the event you wish to cancel the Service, you may have the ability to do so as outlined in the User Guide, or you may contact customer service via one of the following:

Telephone us at 1-800-762-2035; and/or

Write us at:  
PNC Bank, National Association  
Online Banking Services  
P7-PFSC-04-C  
500 First Avenue  
Pittsburgh, PA 15219-3128

All transfer(s) initiated before the requested Service cancellation date will be completed by the Online Banking Service. **All Scheduled Transfers, including recurring transfers, will not be processed after the requested cancellation date.**

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

**g. Additional Transfer Service Provisions for Business Customers**

- i. 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. Please note the limitation on our liability for stop payment orders

placed through Online Banking for Business provided below. The Business Customer agrees to promptly examine all periodic statements of Business Accounts and Eligible Loan Accounts affected by transfers and any confirmations of transfers that we or other banks may send or make available to the Business Customer, and to promptly notify us of any discrepancy within thirty (30) days of receipt of any periodic statement or confirmation. 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.

- ii. 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 Customer 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.

#### **h. Online Access and Instructions**

- i. Authorized Business 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 Business Accounts and/or Eligible Loan Accounts subject to the limitations on transfers and other terms set forth in this 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.
- ii. Authorized Business Representatives can access Eligible Accounts through Online Banking for Business seven days a week. Any same day or one time transfer between Business Accounts or from an Eligible Loan Account to a Business Account initiated by an Authorized Business Representative will post to the Business Account and/or Eligible Loan Account as noted in the Transfer Funds tab in the User Guide.
- iii. Any transaction that requires approval by a second Authorized Business Representative will be considered to be in a pending status and will not be acted upon by PNC until the required approval is electronically obtained.
- iv. 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 the Agreement will be applicable.

#### **D. ONLINE BILL PAY SERVICE (For Consumers and Business Customers)**

## **1. Introduction**

PNC Bank is pleased to offer our Online Banking Web Bill Payment Service ("Bill Payment Service") as a feature of PNC Bank's Online Banking Service. You may use this Online Bill Pay Service to pay your bills, view bills, and access your PNC Bank accounts. Further details concerning the Online Bill Pay Service are provided below. Detailed procedures, instructions and an explanation of how to use the Online Bill Pay Service can be found in the Online Banking User Guide in the Pay Bills Section, as well as through the Bill Payment Service itself. You agree to follow such procedures and instructions. The Bill Payment Service is offered by PNC Bank through Fiserv, Inc. ("Fiserv"). PNC and/or Fiserv reserves the right to deny enrollment in the Bill Payment Service at any time or deny access to any account chosen for use in the Service for any reason at any time.

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

## **2. Bill Payment Scheduling**

When scheduling payments, you must select a payment date in Online 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 Online 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 Online 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 the Online Bill Pay Service 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.

**Business Accounts - Payment Limitation During Enrollment Verification Process**

During the enrollment verification process, which may take up to 3 business days, all payments scheduled during this time will be limited to a total of \$5,000. If we are unable to verify your entitlement to Online Bill Pay, your access to Online Bill Pay Service will be revoked and any pending transactions will be cancelled.

### **3. Online Banking and Bill Pay Guarantee**

Due to circumstances beyond the control of the Online Bill Pay Service, 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 account earlier than the payment date you selected in Online Bill Pay. As long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement, the Online Bill Pay Service 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 Online Bill Pay. If a mistake is made by the Online Bill Pay Service, resulting in a late payment, the Online Bill Pay Service 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 (refer to Section D.9). This guarantee may be modified or discontinued at any time.

### **4. 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. 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 Online Bill Pay*. Please note, as indicated above in Section D.3, 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 Online Banking and 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:

- a. 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;
- b. 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;
- c. 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,
- d. 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.

## **5. 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 Online 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 Online 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 Online 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.)

## **6. Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within Online Bill Pay's Help Center and Online Banking User Guide. 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. To determine if the payment can be stopped, refer to Section D.8 below.

#### **7. 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 call 1-800-762-2035 to determine whether such payment can be stopped.

#### **8. Payments made outside of the US**

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

#### **9. 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 Online Banking and Bill Pay Guarantee does not apply when these types of payments are scheduled and/or processed by the Service.

#### **10. Joint Accounts**

If your 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 account.

### **E. E-BILLS/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 Online Bill Pay's electronic bill options, you also agree to the following:

#### **1. 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.

## **2. 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.

## **3. Notification**

The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within Online Bill Pay, the Service may send an e-mail notification to the e-mail address listed for your 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 Online 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 Online Bill Pay and therefore the status of your e-Bills can always be found within the Service.

## **4. 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 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 Online Banking service is suspended, terminated, or revoked, the e-Bill service will be cancelled.

## **5. 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.

**6. 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.

**a. EXCLUSIONS OF WARRANTIES**

ONLINE BILL PAY 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.

**b. FAILED OR RETURNED TRANSACTIONS**

In using Online 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 Online Banking and Bill Pay Guarantee does not apply to any of the transactions described in this paragraph.

**c. BILLER LIMITATION**

PNC Bank reserves the right to refuse to pay any Payee to whom you may direct a payment. PNC Bank 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.

**d. RETURNED PAYMENTS**

In using Online 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 Online Banking and Bill Pay Guarantee does not apply to any of the transactions described in this paragraph.

#### **e. 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).

#### **F. INFORMATION REVIEW AND IMAGES**

**You may use the Service to view current balance information, review posted transactions and view images of certain documentation related to your Eligible Accounts. While PNC attempts to provide accurate and up to date information, we do not guarantee the accuracy of the information presented. The accuracy of such 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 bank statements. PNC makes no warranties that the information presented for viewing on the Service will be uninterrupted, timely or error-free.**

#### **G. ONLINE STATEMENTS**

The provisions of this section are applicable upon enrollment and activation for the PNC Online Statement service. To complete your requests to enroll and to stop receiving paper statements by mail for one or more of your accounts, please read and accept this Online Banking Service Agreement. If Online Statement delivery is not automatically turned on by the service, then activate for Online Statement delivery any of your eligible checking, savings, and money market accounts by going to the My Accounts section of PNC's Online Banking service, and clicking "Online Statements," then select any or all of the accounts listed in the activation list.

1. With the Online Statement service, you may request the convenience of receiving your statement(s) electronically at PNC's Online Banking web site. Electronic delivery of your statements will in most cases eliminate delivery of the paper statement and check images that may be enclosed with that statement. If you select and activate this option, you must then log on to PNC's secure Online Banking web site using your Online Banking password and user ID to review the new statement. As a convenience to you, we can provide you with an e-mail notice to up to two e-mail addresses that your statement is available for view. You must specify the e-mail addresses to receive such notices when activating the service for your accounts. We do not guarantee delivery of such e-mail notice and reserve the right to cancel such e-mail notice at any time. Regardless of your receipt of e-mail notice, you agree that our posting of the statement at the Online Banking web site constitutes delivery of the statement to you. You agree to log on to the Online Banking web site at least once a month to review your statements.

2. In order to deliver notifications of new statements, you must update us with any change in your e-mail address(es). You can change the e-mail address(es) for the statement notification at any time by accessing the online statements Edit Preferences feature within any online statement. PNC is not responsible for e-mail 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. Depending upon your computer's spam filter, you may wish to add PNCBank\_statements@pnc.com to your e-mail address book.
3. A PDF version of the statement will be made available. Some marketing and promotional materials may not be available with the online statement. Statements may be accessed up to 7 years on deposit accounts, up to 4 years on credit cards, up to 7 years on auto and unsecured installment loans, up to 5 years on mortgage and home equity and up to 10 years on investments. Online statement history will not be available for accounts that have been closed. You may also 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.
4. Combined statements 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 activate each account for the service. If you do not select to receive an Online Statement for each account on a combined statement, you will continue to receive a combined paper statement and any applicable fees.
5. If the account(s) for which you wish to receive online statements is a joint account, you agree that transmission of any e-mail notice to the e-mail 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 at PNC Bank's Online Banking site, and the consent of a single account owner is sufficient to activate the account. By viewing the online statement of a previously activated account, you agree to the terms and conditions of this section.
6. PNC reserves the right to terminate the electronic delivery of the online statement at its sole discretion. If electronic delivery of the statement ceases, then paper statement delivery will resume to the street address we have on record for the account.
7. By accepting this Online Banking Services Agreement when you sign on to Online Banking using your Password and User ID, and activating one or more of your accounts for Online Statement delivery, you consent to the electronic delivery of your periodic statements including any check images you may currently receive, and notices (including any change in terms) which are included with the paper statements for the selected account(s). You will receive one statement in the mail after activating an account for online statements. Copies of any paper checks you currently receive will not be returned and will be processed as described in the Non-Return of Checks section of your consumer account agreement. You may cancel your consent and again receive paper statements at any time by selecting Edit Preferences within any online statement, then deactivating the account(s) or by calling: 1-888-PNC-BANK (1-888-762-2265).

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 street address we have for the account in our records.

You may request a paper copy of any statement by contacting the phone number listed above.

8. Online statements are free of charge. 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.
9. Please review the E-Sign Disclosure that appears at the beginning of this Online Banking Services Agreement. Such disclosure provides the system requirements necessary for you to utilize the Online Statements feature.
10. Your consent

To stop mail delivery of your paper statement, you must accept the Online Banking Services Agreement, acknowledging that you agree to the terms, and, if online statements are not automatically activated at enrollment, then activate the account(s) for which you wish to receive online statements by clicking on Online Statements from any My Accounts page and selecting account(s) for activation. By taking such actions, you consent to the terms of the Online Statement terms and conditions, as they may be modified from time to time.

#### **H. External Transfers (Deposit Accounts)**

PNC Bank is pleased to offer the External Transfer service (referred to as "Service" in this subsection) as a feature of PNC Online Banking. The Service offered by PNC Bank and Fiserv. ("service provider"), allows you to transfer funds to or from your Eligible Accounts held at PNC and most other accounts held by you at other U.S. financial institutions - referred to in this Paragraph I as "**Accounts**." External transfers may only be requested:

- a. Between deposit accounts that have the same owner(s) listed on both accounts;
- b. The transfer is permitted by your external financial institution; and
- c. The transfer is permitted by law.

The Service also includes the optional capability to electronically send money to friends, family and other associates with banking accounts held at PNC Bank or other U.S. financial institutions. You do not have to be an owner of the account to which you are sending money using this feature.

Detailed instructions and explanations of how to use the Service can be found in the Help section of the Service within Online Banking. In order to use the Service, you agree to follow such instructions.

#### **Additional Definition of terms:**

**"External Account"** is your account at another financial institution (i) to which you are transferring funds from your Eligible Account; or (ii) from which you are transferring funds to your Eligible Account

## **1. Information Authorization**

PNC and our 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 Accounts that you add to the Service from time to time. You authorize us to validate the 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 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 Accounts will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your 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 Account.

Other account verification methods may also be employed at the sole discretion of PNC Bank and our service provider and are described in Section N – PNC Mobile Banking.

## **2. User Content**

Subject to PNC's Privacy Policy, you agree that PNC and its 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.

## **3. Accounts**

By using the Service, you represent and warrant to PNC that you have the right to authorize and permit us to affect 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 to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

- a.** You understand and agree that at all times your relationship with each 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 Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

- b.** YOU ACKNOWLEDGE AND AGREE THAT WHEN PNC AND OUR SERVICE PROVIDER IS AFFECTING AN EXTERNAL TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, PNC AND OUR 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
  - i. OUR INABILITY DUE TO THE ACTIONS OF A THIRD-PARTY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS;
  - ii. ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS;
  - iii. ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS FOR FUND TRANSFERS AND
  - iv. ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.
- c.** 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 Account or those imposed by applicable law.

#### **4. Communications**

##### **a. 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.

##### **b. 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 e-mail address, by using the Customer Service page in Online Banking.

## **5. Transfer Types and Limitations**

### **a. 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 service provider has an established relationship. Transfers may be scheduled to occur one time, for a future date, or on a specified recurring basis.

### **b. Dollar Amount of Transfers**

You may not make transfers in excess of limits defined in the Schedule External Transfers screen. 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**" below), 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.

### **c. Transfers Subject to the Rules of the Accounts**

Additionally, all transfers are subject to the rules and regulations governing the relevant 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.

## **6. 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 transferring to an Account (checking, savings or money market), any future dated, or recurring transfer scheduled to occur on a non-Business Day will be processed on the Business Day prior to the Scheduled Transfer Date. Refer to the User Guide and Online Banking screens where you schedule your transaction for more detailed information.

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.

## **7. Rejection of Transfers**

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

## **8. Authorization**

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

When transferring fund to an external account, once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our 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), our service provider will credit your destination Account.

When transferring fund from an external account, once your Account has been credited, we debit our service provider's transfer account at the service provider's clearing bank. After our 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), our service provider will debit your destination Account.

The sole purpose for our service provider's transfer account is to complete your transfer requests and for performing the services within the scope of this Agreement. The 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 our 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.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction 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.
- b. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (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. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described in Section H6 of this agreement; or, as applicable, to (ii) credit your Eligible Transaction 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 (i.e. email, push notification).

## 9. Suspension and Reinstatement of External Transfers

The 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 (see "**Error Reporting and Claims**," below). We reserve the right in its 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**," above).

## **10. Documentation**

You may access a statement of all external transfers effected or pending at any time by clicking on the 'Activity' tab located within the Transfers Service. If a transfer could not be completed, PNC and/or our 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.

## **11. 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.

- a. 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 Eligible Transaction Account to allow the debit processing to be completed.
- b. PNC is authorized to report the facts concerning the return to any credit 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.

## **12. Proprietary Rights**

You acknowledge and agree that PNC and/or our service provider own all rights in and to the 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 our service provider's services or technology.

## **13. 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:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States).
- b. Payments that violates any law, statute, ordinance or regulation.
- c. Payments that violate the Acceptable Use (see Acceptable Use in section IV H).
  - 1.
- d. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our 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.

#### **14. 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 our 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.

#### **15. Security Procedures**

You understand that the financial institution at which an 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 institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

**16. Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an 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.

**17. 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.

**18. 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 for 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.

**19. 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.

**20. 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 or pursuant to PNC's Online Banking Guarantee.

- a. 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.
- b. 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 PNC website was not working properly and you knew about the breakdown when you started the transfer.

## **21. Your Right to Cancel a Transfer**

For specific instructions regarding how to cancel an external transfer, refer to the Help section of that may be accessed by signing on to Online Banking. 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 our service provider has begun processing the transfer. The status of a transfer may always be verified by clicking the 'Activity' tab within the Service. If a cancel 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.

## **22. 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. EXCEPT AS DESCRIBED IN THE PNC ONLINE BANKING GUARANTEE, 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.

**23. Indemnification**

You agree to indemnify, defend and hold harmless PNC, its service provider, 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 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.

**24. Miscellaneous**

You understand and agree that our 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.

## **25. 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.

## **25. Stop Payments Request**

If you desire to stop any external transfer that has already been processed, you must contact customer care. 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.

### **I. External Transfer Payments (Lending Accounts)**

1. PNC Bank offers an External Transfer Payment service (referred to as "Transfer Payments Service" in this subsection) as a feature of PNC Online Banking. The Service offered by PNC Bank and FDR Inc. ("Payment Service Provider"), allows you to transfer funds from your Eligible Accounts held by you at other U.S. financial institutions - referred to in this Paragraph I as "Accounts". The service also allows you to make transfer payments from Eligible Accounts to your lending account.

External Transfer Payments may only be requested:

- a. To pay PNC Bank Lending Accounts excluding Wealth and Commercial Loans and Lines of Credit;
- b. The transfer is permitted by your external financial institution;
- c. The transfer is permitted by law;

In order to use the Service, you agree to the following:

- a. Information Authorization

PNC and our service provider reserve the right to obtain such additional information as we deem reasonably necessary.

Once you are approved for the Transfer Payments Service, we may verify the Accounts that you add to the Service from time to time.

We may verify your external Accounts by employing external databases and services, or by requiring you to submit proof of ownership of the Account.

Other account verification methods may also be employed at the sole discretion of PNC Bank and our service provider.

2. User Content

Subject to PNC's Privacy Policy, you agree that PNC and its 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.

3. Accounts

By using the Service, you represent and warrant to PNC that you have the right to authorize and permit us to affect 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 to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

- a. You understand and agree that at all times your relationship with each 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 Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.
- b. YOU ACKNOWLEDGE AND AGREE THAT WHEN PNC AND OUR SERVICE PROVIDER IS AFFECTING AN EXTERNAL TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, PNC AND OUR 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
  - i. OUR INABILITY DUE TO THE ACTIONS OF A THIRD-PARTY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS;
  - ii. ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS;
  - iii. ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS FOR FUND TRANSFERS AND

iv. ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

c. 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 Account or those imposed by applicable law.

4. Communications

a. How to Withdraw Consent.

If you utilize the Transfer Payments 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.

b. 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 e-mail address, by using the Customer Service page in Online Banking.

5. Transfer Types and Limitations

a. Types of Transfers

You may use the Transfer Payments 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. Transfers may be scheduled to occur one time, for a future date, or on a specified recurring basis.

b. Dollar Amount of Transfers

You may not make payments in excess of the current balance on your credit 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 Transfer Payments Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "Suspension, Termination and Reinstatement of External Transfer Payments" below), you understand and agree that your use of the Transfer Payments Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

c. Transfer Payment Frequency

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

#### 6. 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 transferring to a Lending Account, refer to the User Guide and Online Banking screens where you schedule your transaction for more detailed information.

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

#### 7. Transfers Subject to the Rules of the Accounts

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

#### 8. Rejection of Transfers

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

#### 9. Authorization

You authorize us to select any means to execute your transfer instructions. You understand that to affect your transfer instruction 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 our 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.

10. Suspension, Termination and Reinstatement of External Transfers

The 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 or terminate a transfer or 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 (see "Error Reporting and Claims," below). We reserve the right in its 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," above).

11. Documentation

You may access a statement of all external transfers effected or pending at any time by clicking on the 'Activity' tab located within the Transfers Service. If a transfer could not be completed, the failed status of the transaction will be displayed.

12. 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.

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.

13. Proprietary Rights

You acknowledge and agree that PNC and/or our service provider own all rights in and to the 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 our service provider's services or technology.

14. 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.

15. 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 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 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 our 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.

16. Security Procedures

You understand that the financial institution at which an 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 institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

17. Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an 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.

18. 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.

19. 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 for 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.

20. Means of Transfer

You authorize us to select any means we deem suitable to provide your transfer 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.

21. 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 or pursuant to PNC's Online Banking Guarantee.

- a. 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.

- b. 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 PNC website was not working properly and you knew about the breakdown when you started the transfer.

22. Your Right to Cancel a Transfer

One-time transfers that are requested to begin processing on the same or next available business day may or may not be cancelled, depending upon when the transfer is requested and whether our service provider has begun processing the transfer. The status of a transfer may always be verified by clicking the Activity tab within the Service. If a cancel link is displayed next to the transfer, 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.

23. 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. EXCEPT AS DESCRIBED IN THE PNC ONLINE BANKING GUARANTEE, 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.

24. Indemnification

You agree to indemnify, defend and hold harmless PNC, its service provider, 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 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.

25. Miscellaneous

You understand and agree that our 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.

**J. Alerts**

PNC Bank's Alert Service enables you to receive notices from time to time concerning available balance, certain transaction information and other information relating to your PNC Bank account(s) which are eligible for the service. You may select the type of alert you wish to receive and the method of delivery of the alert for one or more of your eligible accounts. Security Alerts, such as those triggered upon entry of an incorrect password or security question answer, will automatically be turned on for you to your Primary Email Address with no option to turn them off. Some account related alerts will be turned on by default for eligible accounts to your Primary Email Address with the option to be turned off. By using the Alerts Service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

1. Alerts allow you to request and receive electronic mail ("e-mail") or text messages (also known as/ "short message service" or "SMS") regarding certain activity in your accounts with PNC Bank that are eligible for the service. We will send Alerts to you based upon the instructions you provide to us. Changes to

your instructions must be received and recorded by PNC Bank. You hereby acknowledge and accept that Alerts are sent to you without being encrypted and may include your name and information pertaining to your PNC Bank account(s). You authorize PNC Bank to deliver information to the Eligible Mobile Number or e-mail address 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 e-mails, answer your telephone, or access your mobile device). If the 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.

2. You may select to receive alerts through an e-mail account that is accessed via a personal computer connection or to an Eligible Mobile Number. PNC Bank's Alerts may be affected by the terms and conditions of your agreement(s) with your wireless carrier and/or internet service provider. The identification of an Eligible Mobile Number for use with Alerts 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 and other short codes to your Eligible Mobile Number. PNC does not currently charge a fee for using Alerts. However, third party message and data rates may apply. These include fees your wireless carrier or internet service provider may charge you for data usage and text messaging services. Check with your wireless carrier or internet service provider for details regarding your specific internet or wireless plan and any data usage or text messaging charges that may apply.
3. You acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your communications service provider(s) and other factors outside our control. We neither guarantee the delivery or the accuracy of the contents of Alerts. You agree to not hold liable PNC Bank, 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 for any purpose.

PNC Bank provides Alerts as a convenience to you for information purposes only. Alerts do not constitute a bank record for the account to which it pertains. PNC Bank reserves the right to terminate Alerts at any time without prior notice to you. PNC Bank also reserves the right to begin charging a fee for the service after providing to you notice of the fee. Nothing contained herein shall amend, supersede, or nullify anything contained in any other agreement you have made with PNC Bank. We may add new alerts from time to time or eliminate existing alerts. If you have opted to receive an alert that is to be eliminated, we will notify you of the cancellation of an alert or other discontinuance of service. You agree that we may provide all notifications concerning changes to the service by electronic means, which may include posting any changes on the Online Banking welcome page.

## **K. Account Delegation (Business Customers Only)**

Account Delegation allows Business Customers to grant online account access to other individuals ("Sub Users"). The Business Customer has sole discretion to authorize Sub Users to have Internet access to all or only part of the Online Banking Service that the Business Customer can access (Note that Sub Users can only access via the Internet, and not through Personal Financial Software.)

If you are a Bank customer who has authorized Sub User access, you understand and agree that you are solely responsible for the delegation, review, modification, and revocation of authority to any Sub User and you shall be liable for all actions of any Sub User.

You hereby authorize and direct the Bank to provide to your Sub Users the financial information about you contained in the account information your Sub User(s) will be authorized by you to access.

### **1. Creation of Sub Users**

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

- b. to permit access to your account information by one or more Sub Users designated by you;
- c. as to which of your accounts each such Sub User may access; and,
- d. with respect to any restrictions on the degree of access for such Sub User in accordance with parameters which may be established by the Bank from time to time.

### **2. Sub User Log-In IDs and Passwords**

If you are a Bank customer who has authorized access (a Super User) to another user (a Sub User), you will be responsible for assigning Log-in IDs and Passwords to each Sub User. You authorize us to follow any instructions entered through Online Banking using such Log-in IDs and Passwords, including replacement passwords.

You agree to distribute all User IDs and Passwords to any Sub User(s) and assure the confidentiality of all User IDs and Passwords. Each Sub User will be required to change his/her Password upon the first attempt to access the authorized accounts.

You agree that Sub Users will not give their Log-in IDs or Passwords, or make them available, to any other person. You are solely responsible for use and control of passwords issued to Sub Users. Because Log-in IDs and Passwords can be used to access funds in any of your Accounts accessible via Online Banking and to access information about any of your Accounts, subject to limitations set by the Super User, you are responsible for the Super User and the Sub Users treating their Log-in IDs and Passwords with the same degree of care

and secrecy that you use to protect other sensitive financial data, but not less than reasonable care. You acknowledge and agree that PNC is not responsible for transactions performed by unauthorized individuals using your or your Sub Users valid Log-in IDs and Passwords.

Online Banking access will be suspended in the event a Password is entered incorrectly on three (3) consecutive access attempts. If this happens to the Super User, please contact us at 1-877-BUS-BNKG. If this happens to a Sub User, he or she will need to contact the Super User who can re-enable access. Note that PNC cannot reset access for Sub Users.

The access of any Sub User will be terminated (i) in its entirety, as a result of the failure of the Sub User 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 Sub User. We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or Sub Users, or unauthorized disclosure or use of your Sub User(s) User IDs or Passwords. In the event that you suspect any compromises of security (whether or not involving your employees, agents, or Sub Users), you shall promptly notify us by calling us at 1-877-BUS-BNKG.

#### **L. PNC Bank Credit Cards**

PNC Bank, National Association is the issuer of PNC Bank credit cards. Within PNC Online Banking, PNC credit card customers can: view account and transaction details, make a payment on a credit card, transfer funds from a credit card to a PNC checking, savings or money market account, download transaction data and send and receive secure e-mail. Please see the User Guide for specific details.

Transfers from your PNC credit card account will be processed as a cash advance and are subject to the terms of your credit card agreement (including any cash advance fees that apply). For information on specific credit card fees that may apply to this transaction, please refer to your credit card agreement or contact customer service at 1-800-282-7541 (personal accounts) or 1-800-474-2101 (business accounts).

The general terms and conditions of this Agreement apply to your online activities concerning your credit card account(s), except where this Agreement conflicts with the terms and conditions of your credit card agreement, in which case the terms and conditions of your credit card agreement apply. Further information concerning applicable PNC Bank credit cards can be found in the Help section in Online Banking.

#### **M. PNC Private Bank<sup>SM</sup> and PNC Investments Customers**

##### **1. 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 "Banks." 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<sup>SM</sup> Online" and "PNC Total Insight<sup>®</sup>", 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 agreement, the term "Site" shall include PNC Private Bank Online, PNC Private Bank Hawthorn<sup>SM</sup> Online and PNC Total Insight<sup>®</sup>.

## **2. 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 one or more Information Provider Agreements in order to access the Site, to continue to access the Site, or to use certain features of the Site or the PNC Private Bank Online, PNC Private Bank Hawthorn<sup>SM</sup> Online and PNC Total Insight<sup>®</sup> pages to access non-PNC accounts.

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<sup>SM</sup> Online and PNC Total Insight<sup>®</sup>, 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 in Section M. V.), 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<sup>SM</sup> Online and PNC Total Insight<sup>®</sup> will include information regarding one or more Non-Ownership Accounts. This means that the information available to you on the various PNC Wealth Insight and PNC Total Insight<sup>®</sup> 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<sup>SM</sup> Online and PNC Total Insight<sup>®</sup> helps to identify the Non-Ownership Accounts included in PNC Wealth Insight and PNC Total Insight<sup>®</sup> by using the following relationship icons: Future enhancements to PNC Private Bank Online, PNC Private Bank Hawthorn<sup>SM</sup> Online and PNC Total Insight<sup>®</sup> 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

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. 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.

### **3. 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.

### **4. 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. The Information contained herein shall be for your use and may not be reproduced or distributed in any way 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.

If you have eligible accounts with a Bank (and may access those accounts through "Online Banking"), or brokerage accounts with PNC Investments LLC (accessed through "Online Banking"), you may access those accounts from the Online Banking Web site.

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 Wealth Insight Support at 1-877-491-0775 or PNC Total Insight Customer Care at 1-855-762-8448 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.

## **5. Interested Party Access**

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

- to permit access to your account information by one or more Parties designated by you ("Interested Parties");
- 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 are a Bank customer who has 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.

If you are a Bank customer who has authorized Interested Party access, you will be given a User ID and system-generated Password that will permit the authorized Interested Party to gain access on the Site to information about your specified accounts. You agree to distribute all User IDs and system-selected Passwords to any Interested Party(ies) and assure the confidentiality of all User IDs and system-selected Passwords. Each Interested Party will be required to change his/her Password upon the first attempt to access the authorized accounts.

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 IDs or Passwords. In the event that you suspect any compromises of security (whether or not involving your employees, agents, or Interested Parties), you shall promptly notify us by calling us at PNC Private Bank Client Support at 1-877-491-0775 or PNC Total Insight Customer Care 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.

## **6. 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.

## **N. PNC Mobile Banking**

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 personal account(s) and business account(s) (for which you are an authorized signer or designated contact person) with PNC and/or its affiliates, but not to market to you. 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 as described in Section 7. 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.

### **1. Introduction**

This Paragraph provides additional information concerning the use of PNC's Mobile Banking Services. If there is a conflict between this section and other portions of the Online Banking Services Agreement, this section will control. PNC is offering its Mobile Banking service ("Service") to all of its retail and small business customers having access to PNC Online Banking and using compatible data-enabled equipment such as a cellular phone or other recognized mobile device ("Eligible Mobile Number"). This Service, and the Consent you are giving by enrolling, does not permit marketing communications, and does not apply to any Corporate and Institutional Banking account(s) with PNC and/or its affiliates. When a customer enrolls in PNC Mobile Banking, they will be able to obtain account information and make various selected transactions using an Eligible

Mobile Number. PNC Mobile Banking consists of six separate services, one or more which can be selected by you:

- a. Downloadable Application: an application that gets downloaded to your cell phone, or mobile device. This application, provided by a third-party service provider, runs on your mobile device and allows you to sign on to the Service using a mobile device and to access and interact with your eligible PNC Bank accounts. Currently, this service will allow you to view account balances, pay bills to pre-established billers and make certain internal transfers of funds.
- b. Text Message Alerts: enables you to have text message (also known as "short message service" or "SMS") versions of selected PNC Alerts delivered to your Eligible Mobile Number as a text message concerning your eligible accounts from PNCBANK (762265) or 468472 or 35515.
- c. Fraud Alerts: provides the ability for you to receive a text message (SMS) alerting you to potential fraud related to a transaction or account origination. The text will come from 76205.
  - Text messages may have a call to action and instructions on how to address a specific alert.
  - By enrolling in Online Banking you consent to receive these fraud alerts. You may request to stop these fraud text alerts by texting STOP to 76205.
- d. Text Message Banking: provides the ability to send certain text message commands to PNCBANK (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 PNCBANK (762265).
- e. One-Time Passcode: provides the ability for you to receive a call or text message with a 6-digit one-time passcode and enter it to help verify your identity for the following reasons:
  - i. Additional Sign On Security: every time you sign on to Online Banking and the PNC Mobile app you will receive a one-time passcode. The text will come from 76200 or call will come from 412-214-8544.
  - ii. Signing In to Online Banking and the PNC Mobile app from a new or unrecognized device. The text will come from 76200 or call will come from 412-214-8544.
  - iii. Resetting your password through pnc.com or onlinebanking.pnc.com. The text will come from 32858 or call will come from 1-800-762-2035.

- iv. Viewing your account and routing number within Online Banking or the PNC Mobile app. The text will come from 32858.
  - v. Additional Security for Tokenized Cards: when you add a card on file to your ecommerce accounts or add a card to a mobile wallet, you may receive the option of verifying your identity through a one-time-passcode. The text will come from 762729.
- e. Use of the Mobile Deposit feature requires a supported camera-equipped device, and you must download a PNC mobile banking app.

### **3. Eligible Mobile Numbers**

An Eligible Mobile Number is a valid U.S. mobile phone number associated with a device that has service provided by a Mobile Network Operator. PNC uses a third-party ("Licensor") to verify that a number is an Eligible Mobile Number. For security reasons, Voice-Over-IP (VOIP) phone numbers are not considered Eligible Mobile Numbers. PNC also uses a Licensor to monitor enrolled mobile numbers for changes initiated by you that would result in altering the mobile phone number eligibility. The identification of an Eligible Mobile Number for use with the Service 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 and other short codes to your Eligible Mobile Number.

### **3. Registration**

You agree to provide true, accurate, current, and complete information as requested in registering for the service. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the service. You agree not to use any personally identifiable information when providing shortcuts or creating nicknames for your eligible accounts.

### **4. Software Usage**

You agree that your use of the PNC Mobile Banking service and all related software ("Software") provided to you by PNC Bank (PNC), will be limited solely to access and use of the Service and agree not to decompile or reverse engineer or otherwise alter the Software in any way. PNC uses a third-party ("Licensor") that is not affiliated with PNC to provide certain licensed Software to support the PNC Mobile Banking service.

### **5. Fees**

PNC does not currently charge a fee for using the PNC Mobile Banking service. However, 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.

## **6. Lost Phone Policy; Limited Liability; Interruption of Service**

In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

PNC provides its PNC Mobile Banking service "AS IS" and "AS AVAILABLE" and without warranty or guarantee. You acknowledge and agree that from time to time, the service may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond PNC's reasonable control including, but not limited to, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used in conjunction with the Eligible Mobile Number you use to access the service, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. PNC, its affiliates or a Licensor shall not be liable for any claim arising from or related to the PNC Mobile Banking service caused by or arising out of any such delay, interruption, disruption or similar failure. In no event will PNC or any affiliate, third party service providers or Licensor be liable for indirect, consequential, or special damages, including lost profits, arising from your use of the PNC Mobile Banking service, 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.

## **7. Opting Out**

For help with PNC Text Message Banking and Alerts, text "HELP" to 762265 or for Visa alerts, 468472. You may cancel PNC Text Message Banking & Text Alerts at any time by texting "STOP" to 762265, or for Visa alerts, 468472. By sending STOP, you agree to one additional confirmation message stating that you have opted out and will no longer receive text messages. To manage alerts via Online Banking, visit the Alerts tab to edit your Alerts Profile and Delivery Options.

## **8. Other**

**Mobile Subscriber Information.** PNC may use information on file with your wireless operator to verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the PNC Mobile Banking Service ("Service").

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 them 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.

**Device Data.** 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 applicable service or Web site 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 Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device

Please refer to other sections in this Online Banking Services Agreement for important information and terms and conditions concerning the use of the Mobile Banking service. Such other sections include, but are not limited to, Consumer's Liability for Unauthorized Transfers; Terms and Conditions for Transfer Funds Service; and Online Bill Pay Service. Further, please refer to the PNC Mobile Banking Frequently Asked Questions (FAQs) and Help resource sections of Online Banking and [www.pnc.com](http://www.pnc.com) for more information and details concerning the Service or:

For customer service call 1-888-PNC-BANK (1-888-762-2265)

## **O. Paze<sup>SM</sup>**

This Section O. applies to customers who have an Eligible Card that has been added to a Paze<sup>SM</sup> digital wallet.

### **1. 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.

Paze stores your Eligible Card credentials and related personal information in a digital wallet created for you. When your Eligible Card is added to Paze, your actual card number is tokenized and replaced with a unique digital card number. When you use Paze and select an Eligible Card from your Paze wallet, you choose to share your tokenized payment credentials and related personal information with participating businesses to make purchases online. Paze is only available online at participating businesses. Paze may not be available at all places where your Eligible Card is accepted.

## **2. 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 Paze in the future, and 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.

## **3. 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 your 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 O., in the event of a conflict between this Section O. 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.

## **4. Activating Paze; Your Consent to Share Information**

Before you can use Paze, you must first activate Paze through PNC’s 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 the 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](http://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 email alerts and text message alerts concerning your Paze transactions.

#### **5. 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.

#### **6. Removing Eligible Cards; Opting out of Paze**

You may remove an Eligible Card from Paze by visiting the Cards section of the PNC Mobile App or by contacting us at 1-888-762-2265. 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](http://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.

#### **7. 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.

#### **8. Suspension; Cancellation**

PNC Bank or Early Warning may discontinue offering Paze at any time. PNC Bank 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 Bank 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.

#### **9. 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 Bank is not responsible for and does not provide support or assistance with any products or services offered by any participating business.

#### **V. HOW TO 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](http://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](http://pnc.com/security) for options on how to contact us.

##### **A. Consumers:**

Call us at 1-888-PNC-BANK

##### **B. Business Customers:**

Call us at 1-877-287-2654

##### **C. All customers:**

For TT access, contact us at 1-800-531-1648; or, write to us at:

##### **1. General Inquiries:**

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

PNC Bank, National Association  
TT: 1-800-531-1648  
Equal Housing Lender

www.pnc.com  
1-888-PNC-BANK

## 2. Payment Disputes:

PNC Bank, National Association  
Reg E Dispute Services  
P7-PFSC-04-D  
500 First Avenue  
Pittsburgh, PA 15219-3129

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