

Bill Payment Service

General. PNC's Bill Payment Service allows the customer to make payments to billers as a feature of PINACLE®, PNC's online and mobile banking platform for businesses and institutions. The customer agrees to follow the procedures and instructions regarding the Bill Payment Service that PNC may provide from time to time. The Bill Payment Service is offered by PNC through one or more companies that PNC has engaged to render some or all of the Bill Payment Service to the customer on PNC's behalf ("Service Provider"). PNC and/or the Service Provider(s) reserve 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.

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

Definitions. Definitions applicable to the Bill Payment Service:

- "Biller" is the person or entity, the Merchant, to which the customer wishes a bill payment to be directed.
- "Bill Payment Account" is the PNC deposit account from which the customer's payments will be debited, or to which payments and credits to the customer will be applied.
- "Bill Payment Instruction" is the information provided for a payment to be made to the Biller.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- "Due Date" is the date reflected on the customer's Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options or an investment interest in any entity or property).
- "Scheduled Payment" is a payment that has been scheduled but has not begun processing.
- "Scheduled Payment Date" is the day the customer wants the customer's Biller to receive the customer's bill payment unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Site" means PNC's online banking site or mobile applications that offer the Bill Payment Service.

Bill Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Payment Service is offered when the customer schedules a payment. Therefore, the Bill Payment Service will not permit selection of a Scheduled Payment Date before the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, the customer must select a Scheduled Payment Date that is no later than the actual Due Date reflected on the Biller statement, unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, the Scheduled Payment Date should be at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, the Bill Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a check, the check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the check, the customer's Bill Payment Account may be debited earlier than the Scheduled Payment Date. Occasionally, a Biller may choose not to participate in the Bill Payment Service or may require additional information before accepting payments. The Bill Payment Service will work with these Billers to encourage the Billers to accept electronic or check payments from the Bill Payment Service. If that is unsuccessful, or if the Biller cannot process payments in a timely manner, PNC may decline future payments to such Biller.

Payment Authorization and Payment Remittance. By providing PNC with names and account information of Billers to whom the customer wishes to direct payments, the customer authorizes PNC to follow the Bill Payment Instructions received through the Site. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives. In the event that a payment the customer is attempting to schedule exceeds an individual payment limit of the Bill Payment Service, the customer will be notified at the time the payment is attempted to be scheduled and will be asked to resubmit the request. Furthermore, such individual payment limit(s) may be modified by the Bill Payment Service from time to time, without prior notice. Upon receipt of a Bill Payment Instruction, the customer authorizes PNC to debit the Bill Payment Account and remit funds on the customer's behalf so the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by the customer. Please note, as indicated above, payments may settle earlier or later than the date selected. The customer authorizes PNC to credit the Bill Payment Account for payments returned by the United States Postal Service or Biller, or payments remitted to the customer on behalf of another authorized user of the Bill Payment Service.

Limitation of Liability. The Bill Payment Service will attempt to make all payments properly. However, PNC will have no liability if the Bill Payment Service is unable to complete any payments initiated by the customer because of the existence of any one or more of the following circumstances:

- If, through no fault of the Bill Payment Service, the Bill Payment Account does not contain sufficient funds to complete the transaction.
- The Bill Payment Service is not working properly, and the customer knows or has been advised about the malfunction before executing the transaction.
- The customer has not provided the Bill Payment Service with the correct Bill Payment Account information, or the correct name, amount, address, phone number or account information for the Biller.
- Circumstances beyond PNC or PNC's Service Provider's control prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from the Bill Payment Account or causes funds from the Bill Payment Account to be directed to a Biller which does not comply with customer's Bill Payment Instructions, the Bill Payment Service will return the improperly transferred funds to the Bill Payment Account and direct to the proper Biller any previously misdirected transactions.

Payment Methods. PNC reserves the right to select the method in which to remit funds through the Bill Payment Service, and in the event that the Bill Payment Account is closed or otherwise unavailable to PNC, the method to return funds to the customer. These payment methods may include, but are not limited to, an electronic debit, a paper check drawn on the account of PNC's Service Provider or check drawn against the Bill Payment Account or any other account the customer holds at PNC. If the payment is sent electronically, the funds will be withdrawn from the Bill Payment Account on the date that the customer selected in Bill Pay.

Certain Billers are paid with a paper check drawn on the account of the Service Provider, or check drawn against the Bill Payment Account, which are mailed. If the Bill Payment Service sends the payment by these methods, the payment is mailed in advance of the date selected in the Bill Payment Service in order to allow for sufficient time for the Biller to receive it. Funds remitted to the Biller via a check drawn against the Bill Payment Account will not be deducted from the Bill Payment Account until the check is presented to PNC for payment. In some instances, it is possible for a payment sent by check to be received by the Biller and presented for payment before the date the customer selected. Thus, the Bill Payment Account should have sufficient funds beginning a few Business Days before the date the customer selects in the Bill Payment Service and funds must be available until the payment is deducted from the Bill Payment Account.

In some instances, the Bill Payment Service may initiate an electronic payment, but due to circumstances beyond PNC's control, that payment may be later converted to a payment via check drawn against the Bill Payment Account.

Payment Cancellation Requests. Scheduled Payments may be cancelled or edited by following the directions within the portion of the Site through which the Bill Payment Service is offered. Once a payment begins to be processed, it cannot be cancelled or edited, and a stop payment request must be submitted. To determine if the payment can be stopped, refer to the Stop Payment Requests section below.

Stop Payment Requests. PNC's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. PNC may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If the customer wishes to stop a payment that has already been processed, please contact Treasury Management Client Care or the customer's dedicated servicing representative. PNC will attempt to accommodate stop payment requests, but will have no liability for failing to do so.

Payments Outside of the U.S. Payments to Billers outside of the United States or its territories are prohibited through the Bill Payment Service.

Exception Payment Requests. Exception Payments may be scheduled through the Bill Payment Service; however, Exception Payments are discouraged and must be scheduled at the customer's own risk. Except as required by applicable law, in no event shall PNC be liable for any claims or damages resulting from the customer's scheduling of Exception Payments.

Biller Limitation. PNC reserves the right to refuse to pay any Biller to whom the customer directs a payment. If required by applicable law, PNC will notify the customer if PNC chooses not to pay a Biller designated by the customer.

Returned Payments. Billers and/or the United States Postal Service may return payments to the Bill Payment 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 Bill Payment Service will attempt to research and correct the returned payment and return it to the Biller or void the payment and credit the Bill Payment Account. The customer may receive notification from the Bill Payment Service.

Failed or Returned Bill Payment Instructions. If a Bill Payment Instruction cannot be completed for any reason associated with the Bill Payment Account (for example, there are insufficient funds), the Bill Payment Instruction may or may not be completed. In certain circumstances, PNC's Service Provider may make the payment on the customer's behalf and will attempt to debit the Bill Payment Account a second time to complete the Bill Payment Instruction. In some instances, a return notice may be sent from PNC or the Service Provider. In each such case, the customer agrees that:

- The customer will reimburse the Service Provider immediately upon demand the amount of the Bill Payment Instruction if the payment has been delivered but there are insufficient funds in the Bill Payment Account to allow the debit processing to be completed.
- The customer may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by the Service Provider or the third-party contractor if the Bill Payment Instruction cannot be debited because of insufficient funds in the Bill Payment Account, or the transaction would exceed the available funds of the Bill Payment Account, to cover the payment, or if the funds cannot otherwise be collected from customer. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed, as set forth in the fee schedule (including as disclosed on the Site) or the deposit account terms governing the use of the PNC deposit account. The

customer authorizes PNC and PNC's Service Provider to deduct all of these amounts from the designated Bill Payment Account, including by ACH debit.

- Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Prohibited Payments. The following types of payments are prohibited through the Bill Payment Service, and PNC has the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments: payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); payments that violate any law, statute, ordinance or regulation; and tax payments and court ordered payments. Except as required by applicable law, in no event shall PNC or PNC's Service Provider be liable for any claims or damages resulting from the customer's scheduling of prohibited payments.

Canada Branch Customers. All bill payments must be initiated in Canadian Dollars (CAD) from a Bill Payment Account held in CAD. Bill payments in United States Dollars (USD) from a Bill Payment Account held in USD are not supported.