

These Terms and Conditions (the “Terms”) govern the use of Atlantic Union Bank’s Treasury Management suite of products (the “Services”). Many of the capitalized terms used here are defined at the end of these Terms.

When you use the Services, or permit any other person to use them, you agree to these Terms. We may, from time to time, provide you with additional requirements regarding the use of the Services, and you agree to be bound by such requirements. You also agree to be bound by our other policies and procedures governing banking services, whether published on the Website or otherwise. All such policies and procedures are deemed to be part of these Terms, provided, however, that if there is a conflict these Terms will control.

You authorize us to provide the Services through one or more third-party vendors, and you acknowledge that certain services provided by such vendors may be subject to separate agreements, even though such agreements do not specifically reference these Terms or are not specifically referenced in these Terms.

### **Account Access**

To access the Services, you must have at least one eligible deposit or credit account with us. Eligible Business Accounts include: checking, savings, money market deposit account, certificate of deposit (CD), installment loan, commercial loan, mortgage loan, line of credit. If an account includes more than one authorized signer, each authorized signer will have the authority to perform any task available using the Services. If an account that requires two or more signatures to make withdrawals is accessible via the Services or such account is automatically added to the Services, you agree that the verification by two persons will not apply to electronic funds transfers made using the Services. Any one person with the proper Authentication Information is authorized to make transfers, even if you require more than one signature on a transfer made by any means other than the Services, such as by use of a check.

### **Access Codes**

To use the Services, you will be issued a unique Company ID. You must establish a unique Username and Authentication Information. You agree to keep your Authentication Information confidential and protected to prevent unauthorized access to your accounts and unauthorized use of the Services. Individuals to whom you disclose your Authentication Information will have full access to the Services, including full access to your accounts.

### **Administrator and Users**

You must designate one (1) Administrator. We may require such designation to be in writing. The Administrator shall be authorized to act on behalf of you with regard to the Website and the Services. The Administrator may designate individuals, who must be over the age of 18, as Users. You and the Administrator will be responsible for establishing adequate internal security procedures relating to your use of the Website and the Services, accepting delivery of software, system-wide configuration of bank accounts, establishing levels of authority of Users, and establishing and distributing Security Devices and Procedures. You will be bound by and responsible for the actions of the Administrator and all Users with respect to the Website and the Services. You acknowledge that the Administrator and all Users will have access to your nonpublic information in connection with the Services. You waive all claims, and release us from all liability, based on any rights of privacy or other legal theory, as a result of the access to your nonpublic information by the Administrator and Users. The Administrator will also be responsible for all use of the Services by Users. You agree that the authority given to a User by designation of such User by the Administrator will supersede any conflicting provision in any agreement between you and us to the extent such provision would limit or restrict the authority given to such User by the Administrator. You represent that (a) you have investigated any and all Users as much as you deem necessary, and you

have made an informed decision to designate such Users; (b) all Users are able to properly use any and all Security Devices and Procedures, the Website, and the Services; and (c) neither you, the Administrator, or any User are a national of a designated blocked country or “Specially Designated National”, “Blocked Entity”, “Specially Designated Terrorist”, “Specially Designated Narcotics Trafficker”, or “Foreign Terrorist Organization,” as defined by the United States Office of Foreign Assets Control. YOU HEREBY AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY IN ANY WAY RELATED TO THE ACTIONS OF THE ADMINISTRATOR AND ANY AND ALL USERS WITH RESPECT TO THE SERVICES. In the event you want to remove or limit the authority of a User, the Administrator may login to the Services and modify the authorization designations applicable to such User. You also may contact us as per the Contact Us section below to request we remove or modify a User’s authority to use the Services. However, any time you request to remove or limit the authority of a User, we must be provided a reasonable time before any such modifications may be made.

### Types of Services

You, or someone you have authorized by Acceptance of Service documentation, and by giving them access to your Authentication Information (even if that person exceeds your authority), can instruct us: (a) to transfer funds between accounts; (b) to provide information that we make available about your accounts; and (c) to provide other services or perform other transactions that we allow, as discussed in these Terms. You hereby authorize us to process and execute any and all requests, payment orders, or other transactions initiated by you through the Services.

The Services provided pursuant to these Terms include, without limitation,

- ACH
- ACH Positive Pay
- ACH & Check Debit Block
- Account Recon
- Business Online Banking
- Cash & Coin & Cash Vault
- Data Download & Reporting
- Data Transmission
- Direct Connect
- Electronic Bill Payment
- Electronic Lockbox
- Escrow Management
- File Transmission
- Instant Payments
- Lockbox
- Positive Pay
- Remote Deposit Capture
- Remote Remittance Capture
- Stop Payments
- Sweep
- Wire Transfer
- Zero Balance Account

### Additional Services

Additional services may be added to the Services from time to time. You may be required to complete additional enrollment forms and agree to additional Terms to have access to additional services. The available services may change from time to time at our sole discretion.

### Fees and Expenses

You are required to pay us for any and all fees and expenses incurred in connection with certain activities performed through the Services according to the fee schedule established by us, as amended from time to time and disclosed to you. Fees and expenses are payable monthly, and you hereby authorize us to withdraw the fees and expenses from any business account you maintain with us. Fees and expenses will be reflected on your periodic statement. When you are established with a specific service for which a fee is imposed, you will be notified of the fee at time of enrollment.

### Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer, we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction

or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. Notwithstanding anything otherwise provided in these Terms, if we do not make a transfer, or if we reverse a transfer because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

### **E-Mail and Short Message Service (SMS) Text**

E-mail or SMS text sent via your own software may not be secure. You should not include confidential information, such as account numbers and balances, in any e-mail or SMS text sent to us using your own e-mail or SMS text account. You cannot use e-mail or SMS text to initiate transactions through the Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail or SMS text.

### **Security Devices and Procedures and Required Technology**

We will control access to the Services through the use of Security Devices and Procedures and Required Technology we establish and amend from time to time. You are required to comply with all Security Devices and Procedures and Required Technology as contemplated by these Terms. We reserve the right to reject any transaction or service request that is not made in accordance with our required Security Devices and Procedures and Required Technology.

### **Your Liability for Authorized Transactions**

Our systems supporting the Services are designed so that they may be operated only upon proper Authentication. You are liable for all transactions that you make or authorize. If you have given another individual your Authentication Information, you have authorized them to access your account information and perform any and all functions to which you have access in the Services and are liable for all transactions performed. You understand and agree that we are unable to detect any errors by you that result from you incorrectly entering in any account number or amount in connection with a funds transfer request.

### **Notify us IMMEDIATELY of Compromised Authentication Information**

You should notify us AT ONCE at the phone number shown in the Contact Us section if you believe your Authentication Information has been lost, stolen, or otherwise compromised or used without your authorization. Telephoning us right away is the best way to keep your possible losses down.

### **Unauthorized Use**

YOU SHALL NOT PERMIT ANY UNAUTHORIZED USE. YOU ARE REQUIRED TO PROMPTLY NOTIFY US IN WRITING OR BY CALLING CUSTOMER SERVICE AT THE NUMBER SHOWN IN THE CONTACT US SECTION IF YOU HAVE ACTUAL KNOWLEDGE THAT THE SECURITY OF THE WEBSITE OR THE SERVICES HAVE BEEN COMPROMISED OR THAT THERE HAS BEEN ANY UNAUTHORIZED USE. WE SHALL HAVE NO LIABILITY FOR YOUR INTERNAL SECURITY DEVICES AND PROCEDURES, AND YOU ASSUME FULL RESPONSIBILITY FOR (A) MAINTAINING THE CONFIDENTIALITY AND PROTECTION OF THE SECURITY DEVICES AND PROCEDURES; (B) THE ACTIONS OF ALL PERSONS USING THE SECURITY DEVICES AND PROCEDURES ISSUED TO YOU; AND (C) ALL UNAUTHORIZED USE. YOU AGREE TO HOLD US HARMLESS AND INDEMNIFY US AGAINST ANY AND ALL LIABILITIES ARISING OUT OF ANY UNAUTHORIZED USE. YOU SHALL BE BOUND BY ANY USE OF THE SERVICES THAT IS PROCESSED BY US IN COMPLIANCE WITH OUR REQUIRED SECURITY DEVICES AND PROCEDURES WHETHER AUTHORIZED OR RESULTING FROM UNAUTHORIZED USE, INCLUDING BUT NOT LIMITED TO ANY PAYMENT ORDER SENT IN

YOUR NAME. Notwithstanding the foregoing, however, we agree that you will not be responsible for transactions which occur after you have notified us to block the Authentication Information, passwords, or other Security Devices and Procedures that were used to perform the transaction, and we have had a reasonable opportunity to do so.

### **In Case of Errors or Questions About Transactions Involving Business Accounts**

Call or write us as shown in the Contact Us section as soon as you can if you think your periodic statement is wrong or if you need more information about a transaction covered by the Terms which is reflected on the statement or which is missing from the statement.

### **Availability of the Services**

We intend to make the Services available at all times, with the exception of routine system maintenance. However, we only process transactions and update information on Business Days and in some instances, only those transactions initiated prior to certain cut-off times on Business Days. We do not guarantee a specific delivery time with respect to any information or document on the Services. We reserve the right to modify any cut-off time or deadline by publishing notice of such modification on the Website or otherwise providing notice to you. You acknowledge and agree that access to the Services may be affected by telecommunication network activity, capacity and compatibility with third party communications equipment, Internet access, software, servers, and browsers. We disclaim any and all responsibility for any defect or service interruption caused by such. You acknowledge and agree that there are no assurances that information transmitted over the Internet or other computer or wireless networks will be secure or confidential, and you waive any and all claims against us in connection with any such transmissions.

### **Limitation or Suspension of the Service**

For security reasons, we may implement limits from time to time on the number or amount of transactions you can make using the Services. You also agree that we may, at any time, temporarily or permanently suspend the availability of the Service if required by Applicable Law, any governmental authority, or if we believe such suspension to be necessary for security purposes (for example, if you input incorrect Authentication Information and/or responses to security questions), or to prevent unauthorized use, loss, theft, fraud, or any other liability or damage to you, us, or any other person.

### **Our Responsibility**

We, or a third party acting as our agent, are responsible for completing Funds Transfers and other transactions on time, according to your properly entered and transmitted instructions, and in conformity with the scheduling requirements and other standards applicable to the Services being used. If we do not, we will be liable for your losses or damages. However, we will not be liable for losses or damages for incomplete or delayed transfers or transactions (a) if a Payee mishandles or delays crediting a payment sent by the Services; (b) if you do not have adequate collected funds in a deposit account to complete a transaction from the account, or if that account has been closed; (c) if you have not properly followed instructions on how to make a transfer; (d) if you have not given complete, correct and current instructions so that a transfer can be made; (e) if withdrawals from any accounts have been suspended in accordance with Applicable Law; (f) if we or our agent reasonably believes that a transaction may be unauthorized or improper; (g) if your equipment or the Services were not working properly and this problem should have been apparent to you or you were advised about the malfunction before you authorized a transfer or payment; (h) if circumstances beyond our control, or the control of our agent, prevent the completion of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by fires, floods, other interference from an outside source or natural disasters; (i) if the transfer would go over the credit limit on your Overdraft Line of Credit, if any; (j) for errors or failures from

any malfunctions of your browser, Internet service provider, computer, mobile provider, mobile device, virus or other problems relating to the computer and mobile equipment you use with the Services, including, without limitation, your inability to access the Services or any part of the Services; (k) for a failure to provide access or for interruption in access to the Services due to a system failure; or (l) if other events occur beyond our reasonable control.

### **Limitation of Damages**

Our sole responsibility for any error with respect to the Services shall be to make reasonable efforts to correct that error. WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES CAUSED BY ANY ERROR, ACT, DELAY OR OMISSION BY US, INCLUDING BUT NOT LIMITED TO, DISHONOR OF CHECKS OR OTHER ITEMS OR EXPENSES WHICH YOU MAY INCUR OR SUFFER IN RELATION TO THE SERVICES, OR OTHER SERVICES WE PROVIDE, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS OR DAMAGE OR EXPENSE IS KNOWN TO US. In the event you incur any loss due to our fault, our liability to you shall be limited to general money damages not to exceed the actual damages sustained and proven by you. You are required to notify us immediately if you experience errors, acts, delays, or omissions with respect to the Services. We shall not be liable for any liability arising from any use or disclosure of any images of documents or items by any person to whom you have directed us to provide any of such images. We shall have no liability for failing to transmit or delay in transmitting an order or transaction initiated by you if such transmittal would result in our violating any Applicable Law.

### **Disclaimer of Warranties by Bank and Suppliers**

NEITHER WE NOR OUR SUPPLIERS WARRANT THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AS A PART OF THE SERVICES, OR CONTAINED IN ANY THIRD-PARTY SITES LINKED TO OR FROM THE WEBSITE. THE SERVICES ARE NOT GUARANTEED TO BE FREE FROM ERROR OR INTERRUPTION. ALL SERVICES AND ANY REQUIRED TECHNOLOGY PROVIDED BY US ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, THE WEBSITE, OR ANY REQUIRED TECHNOLOGY. WE DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, OR DAMAGE RELATING TO ANY REQUIRED TECHNOLOGY, INCLUDING BUT NOT LIMITED TO, A FAILURE TO PERFORM IN THE MANNER FOR WHICH IT WAS INTENDED OR DESIGNED. YOU ARE RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO YOU WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF THE SERVICE OR REQUIRED TECHNOLOGY, AND YOU ASSUME THE RISK OF SUCH OCCURRENCES.

### **Representations & Warranties of Customer**

You hereby represent and warrant to us that (a) you and any representative agreeing to make use of the Services on your behalf have full power and authority to do so and to perform your obligations pursuant to these Terms; (b) such agreement has been duly authorized by you; (c) each person who may act on your behalf has all necessary legal capacity and authority; and (e) these Terms constitute valid and legally binding obligations on you enforceable in accordance with their provisions, except to the extent enforcement may be limited by Applicable Law.

### **Indemnification of Bank by Customer**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND US, OUR SHAREHOLDERS, OFFICERS, DIRECTORS,

REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATED IN ANY MANNER TO: (A) YOUR NEGLIGENCE; (B) YOUR FAILURE TO COMPLY WITH APPLICABLE LAW; (C) ANY TRANSACTIONS OR ATTEMPTED TRANSACTIONS UNDER THE SERVICES; OR (D) YOUR FAILURE TO COMPLY WITH THESE TERMS. If any of the accounts are consumer accounts and used for consumer purposes, the foregoing provision may be limited to the extent required by Applicable Law, including the Electronic Funds Transfer Act.

### **Governing Law and Venue**

Regardless of where you do business or access the Services, the Terms and the Services are subject to the internal law of the Commonwealth of Virginia and the federal laws of the United States of America. Any litigation arising out of or relating to the Services shall be brought in the state or federal courts located in Richmond, Virginia. Each of us submits to the jurisdiction of such courts and waives any objection to venue or to convenience of forum.

### **Remedies**

Due to the likelihood of irreparable injury, we shall be entitled to an injunction prohibiting any breach of these Terms by you. To the extent permitted under Applicable Law, the remedies provided to you in these Terms shall be exclusive of any remedies otherwise available to you pursuant to Applicable Law.

### **Severability**

Each provision of these Terms shall be severable from all other provisions of these Terms. If any provision shall be determined to be invalid or unenforceable in any litigation, such provision shall be deemed to be amended to the extent necessary to render these Terms valid and enforceable, and the remaining provisions of these Terms shall be valid and enforceable.

### **Transfer of Rights and Obligations under the Terms**

You may not assign or otherwise transfer your rights in respect of the Services to any third party without our written consent, which may be granted or withheld in our sole and absolute discretion. Any attempted assignment or other transfer shall not release you from your obligations to us. We may transfer all or any part of our rights in respect of the Services without notice to or consent from you. In connection with any transfer by us, you hereby irrevocably consent to the disclosure of information pertaining to you and the Services in connection with such transfer. Any such transfer by us shall release us from any further liability to you.

### **Termination**

These Terms, as amended from time to time, will stay in effect until terminated. Either Party may terminate the Services by providing written notice thereof to the other Party. We will ordinarily send you advance notice of any termination, but we are not required to do so unless Applicable Law requires such notice. Once we terminate the Terms, no further or pending transfers will be made, including but not limited to, any transfers scheduled in advance or any preauthorized recurring transfers. Termination shall be effective as to prospective transactions only, and shall not alter your rights or our rights as to transactions prior to termination. In the event you terminate the Services, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to, any transfers scheduled in advance or any preauthorized recurring transfers. Online access to account information and other functions of the Services will also cease upon your termination.



## Contact Us

Telephone:	1.877.920.6888
Mail:	Atlantic Union Bank 4300 Cox Road Richmond, VA 23060
Email:	TreasuryServicesSupport@AtlanticUnionBank.com

## Explanation of Certain Terms

For purposes of these Terms, the following terms and all variations thereof shall have the following meanings.

**“Acceptance of Service”** means the authorization and acknowledgment document(s), such as Implementation Forms and User Documentation, executed by an authorized signer of the customer to request the provision by the Bank of the Services and to agree to these Terms. The term also includes all such documents previously provided to the Bank’s predecessors in relation to the provision of treasury services which customer continues to use in accordance with these Terms.

**“Administrator”** means the individual designated by you to be responsible for providing access and authority to Users of the Services.

**“Applicable Law”** means the constitutions, statutes, codes, ordinances, rules, regulations, orders, decisions, judgments, and decrees of any governmental authority of the Commonwealth of Virginia and any other governmental authority having jurisdiction over the Parties. “Applicable law” includes, but is not limited to NACHA Rules and Uniform Commercial Code, including article 4A.

**“Authentication Information”** means login data such as Company ID, unique username, strong password, cryptographic keys, security device, one-time codes and responses to security questions.

**“Bank,” “we,” “us,” and “our”** mean Atlantic Union Bank any other person or legal entity whom we designate to provide the Services.

**“Business Account”** means a deposit account that is not a consumer account.

**“Business Day”** means every day, except for Saturdays, Sundays, and Federal Reserve holidays or other days that banks are legally closed.

**“Company ID”** means a unique identifier we assign.

**“Customer,” “you,” and “your”** mean an individual person or business entity permitted to use the Services. **“Funds Transfer”** means the transfer of funds through electronic channels, including wire transfer, electronic funds transfer, ACH transfer and intra- bank transfer.

**“Implementation Form”** means required documentation to establish the Services.

**“NACHA Rules”** means the rules of the National Automated Clearing House Association, or other automated clearing house association, applicable to automated clearing house (ACH) transactions, as amended from time to time.

**“Payee”** means payment recipient.

**“Party”** means one or more of you and us.

**“User Documentation”** means documentation that we provide to you, such as user guides, as amended from time to time, which contains detailed instructions regarding the use of a Service.

“**Required Technology**” means the electronic device and communications hardware, software, web internet access, communications services, or other technology necessary to access and use the Services in accordance with these Terms.

“**Security Devices and Procedures**” mean any User ID, password, mobile access code, authorization number, confidential information, encryption key, token, confirmation or tracking number, method protocol, or any other information, control identifier, document, program, mechanism, or procedure used to gain access to, verify, or protect the security and operations of the Services, or other sensitive information.

“**Services**” means the suite of Treasury products, including Business eBanking (BeB) as well as other treasury services as detailed in the Type of Services section of these terms. Business eBanking services are provided by the Bank from time to time via the internet or through any Required Technology. The Services comprise, but are not necessarily limited to, Online Account Services, Funds Transfer Services, Mobile Banking Services, Online Statement Services, Stop Payment Services, and Bill Pay Services.

“**Terms**” means these Terms and Conditions and any amendments made from time to time.

“**UCC 4A**” means Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time.

“**User**” shall mean and refer to any one or more individuals authorized to use the Services by the Administrator.

“**Website**” means [www.AtlanticUnionBank.com](http://www.AtlanticUnionBank.com) and any internal web page linked from the foregoing site and established and maintained by the Bank.