

Synovus® Bank Synovus GatewaySM Agreement

This Synovus Gateway Agreement (this “**Synovus Gateway Agreement**” or “**Agreement**”) governs your use of Synovus GatewaySM available at synovus.com (“**Synovus Gateway**”) and the services available through Synovus GatewaySM (“**Synovus Gateway Services**” or “**Services**”) described in this Synovus Gateway Agreement and is between Synovus Bank (“**Synovus**”, “**Bank**”, “**us**”, or “**we**”) and you, our business or commercial customer that enters into this Agreement through your authorized representative. Please read this Agreement carefully and keep a copy for your records. Capitalized terms used in this Agreement have the meanings given in this Agreement.

1. Introduction. This Synovus Gateway Agreement supplements the agreements and disclosures applicable to your Accounts (as defined below) with Synovus, including:

- For your business or commercial checking and savings account(s) - the Terms and Conditions of Your Account contained in the Brochure entitled *Understanding Your Deposit Account*,
- For your business or commercial loans and lines and credits, your loan and line of credit agreements; and
- For small business, corporate or commercial credit card account(s) - your credit card account agreement

(those agreements and disclosures applicable to the accounts and products referenced above are collectively referred to herein as “**Account Agreements**”). This Synovus Gateway Agreement governs the provision of Synovus Gateway and the Synovus Gateway Services. Your Account Agreements continue to apply to all matters within the scope of those agreements, including without limitation the transactions enabled by the Synovus Gateway Services. Some Synovus Gateway Services may require your agreement to additional terms and conditions or a separate agreement with a third party service provider (each a “**Service Addendum**”). If an inconsistency or conflict is determined to exist between the terms of this Synovus Gateway Agreement and one of your Account Agreements, then this Synovus Gateway Agreement shall control with respect to Synovus Gateway and the Synovus Gateway Services, but only to the extent necessary to address the inconsistency or conflict.

(a) Agreement to Terms; Consent to Contract and Receive Communications Electronically.

By clicking the “**Accept**” button below you demonstrate your agreement to contract electronically with Synovus and to be bound by this Agreement, and agree to receive electronically all notices and disclosures for the Synovus Gateway Services (as further described below) (“**Communications**”) via posting on Synovus Gateway or by the email or mobile phone number associated with your Account(s), or we may send paper copies by U.S. Mail to the street address you have provided to us, as selected by Synovus in its discretion. At this time, we will send you paper Account statements unless you opt for electronic statements on Synovus Gateway. At this time, other Communications also may, at Synovus’ option, be delivered to you in paper form, but Synovus reserves the right to require the receipt of only electronic Communications in the future. In addition, you reaffirm your agreement to this Agreement every time you log in to or use Synovus Gateway. You further agree by these actions that (i) you will conduct transactions using Synovus Gateway electronically; (ii) you acknowledge that you have received an electronic copy of this Agreement; (iii) you confirm your authorization and informed consent to the delivery of electronic Communications to you under this Agreement as described in this subsection and in Section 38

below; (iv) you have the ability to receive Communications through Synovus Gateway and by email or text messages; and (v) all Communications sent to you, whether electronically or in paper form, are deemed to be in “writing” for all legal purposes. Please note that all customers using Synovus Gateway or Synovus Gateway mobile application (“**Synovus Gateway Mobile**” or “**App**”) are automatically enrolled in Synovus’ fraud and security alert program but may elect whether such alerts are given by text message or email. By providing Synovus with your mobile phone number, whether in the App registration process or otherwise, you consent to the receipt of fraud and security text alerts from us regarding your Accounts (as defined below) by text unless you opt to receive them by email. You may also opt in to receive bill pay alerts, user-directed or requested alerts, and other alerts by email or text. Some mobile text alerts are mandatory in order to receive certain services. Email and mobile text alerts are provided from unmonitored email and text accounts so note that Synovus will not be able to address any issues you raise in a response to an alert sent to such email or text accounts. If you have an issue you should call 1-888-SYNOVUS (1-888-796-6887).

(b) Scope of Agreement.

We make certain digital banking services available through Synovus Gateway on our website at synovus.com (whether accessed through a computer or a mobile device) and through Synovus Gateway Mobile™ (available for download at the Apple® App store and at Google Play®).

We also may offer, from time-to-time, and you may elect to receive, additional services through Synovus Gateway and those new services will each constitute one of the “Synovus Gateway Services” under this Agreement and be subject to this Agreement and to any additional terms in a Services Addendum. The additional Synovus Gateway Service may be provided by Synovus or by a third party service provider (“**Third Party Service Provider**”). Each Services Addendum, except for Services Addenda you enter into with a Third Party Service Provider (“**Third Party Services Addenda**”), will be incorporated into this Synovus Gateway Agreement upon your agreement thereto or your use of the new service. For the Synovus Gateway Services for which you enter into a Third Party Services Addenda, such Third Party Service Provider is solely responsible for the provision of the applicable service.

(c) Authority to Enter into Agreement.

By executing this Agreement and accepting the terms and conditions of this Agreement, you represent and warrant that: (i) you are the owner or joint owner of one or more Accounts, (ii) you are of the age of majority in your state of residence (e.g. nineteen (19) years if you are an Alabama resident), and (iii) you are fully authorized to execute this Agreement for the Accounts.

2. Synovus Gateway Services. You may use the Synovus Gateway Services through Synovus Gateway as set forth below and elsewhere in this Agreement:

(a) To transfer funds between your business or commercial deposit, checking, money market, and savings accounts (each an “**Account**” and collectively the “**Accounts**”).

(b) To receive balance, activity and certain other information about your Accounts and business or commercial loans (“**Loans**”).

(c) To access periodic account statements for Accounts (the “**Account Statements**”) and transaction history for Accounts and Loans.

(d) To stop payment on checks drawn on your deposit Accounts, as provided in Section 6 of this Agreement.

(e) To view images of items that have cleared your Accounts, as provided in Section 7 of this Synovus Gateway Agreement.



(f) To view balances and transactions on your business credit card account(s).

(g) To obtain other Synovus Gateway Services as we make available through Synovus Gateway from time to time.

Depending on the Synovus Gateway Services you select, you may be required to designate Accounts from which to withdraw funds or into which to deposit funds in support of transactions you initiate. You also may want to access statements and transaction information about your Loans through Synovus Gateway. You may change such designations from time to time as allowed using Synovus Gateway or by calling 1-888-SYNOVUS (1-888-796-6887). Depending upon various factors, not all of the above-listed Services may be available to you. You understand and agree that, notwithstanding any provision of this Synovus Gateway Agreement to the contrary, (i) you are only entitled to use those Synovus Gateway Services as authorized by us, in our sole discretion, (ii) this Agreement applies to all Synovus Gateway Services provided under a Service Addenda except for the Synovus Gateway Services subject to a Third Party Service Addendum, in which case such Third Party Service Addendum will apply, and (iii) separate fees may be charged for each of the Services. Subject to our approval, you may be able to access additional cash management services from time to time by entering into one or more agreements for such purpose. Use of Synovus Gateway and the Synovus Gateway Services is also subject to the procedures provided to you online, in the Help tab of Synovus Gateway or otherwise (the “**Service Procedures**”), and subject to the provision of specific information required by Synovus Gateway to process the Synovus Gateway Services. Any such additional cash management services that are accessed through Synovus Gateway will be considered part of the Synovus Gateway Services hereunder.

3. Balance Inquiries and Reports; Transfers. You may use the Synovus Gateway Services to check the balance of your Accounts, Loans and small business, corporate and commercial credit cards, request specified deposit Account transaction history, and transfer funds among your Accounts, including making payments to us from Accounts to Loans, where available. Unless specifically authorized by us in writing, you may not use the Synovus Gateway Services to request credit advances from your Loans or to otherwise transfer funds directly from your Loans. In addition, you may be charged a fee for certain transfers from certain types of deposit Accounts. The balances displayed by the Synovus Gateway Services may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits or payments in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. You may view your most recent Account Statement, as well as up to 24 months of previous Account Statements. You may elect to receive such Account Statements electronically through Synovus Gateway, in paper form or both. However, you agree that in the future the Bank may provide electronic Account Statements in lieu of paper Account Statements upon notice to you. You agree that such electronic Account Statements shall constitute a sufficient account statement, as provided in Uniform Commercial Code 4-406, as amended. Funds transfers from your Accounts will be made available in accordance with Bank’s funds availability policy under the applicable Account Agreement. If there are insufficient funds in an Account from which you are requesting a funds transfer to another of your Accounts or Loans, the transfer will not be performed. For fees for withdrawals or transfers from your savings or money market accounts, please see the applicable Account agreement and disclosures. The Bank will not be liable for any damages of any nature whatsoever resulting from any withdrawals or transfers not performed due to insufficient funds in your Account.

4. Security Procedure; Client Administration.

(a) **Risks to Credentials; Sole Customer Responsibility.** You will be required to use Credentials to obtain access to Synovus Gateway and your Account information at Bank.

“Credentials” are user login credentials, which may include, without limitation, passwords, user IDs, tokens or other means of authentication, or any combination of the foregoing. Credentials will be issued to your employee which you designate as the administrator for purposes of managing your use of Synovus Gateway as set forth in subsection 4(b) below (**“Administrator”**). When first enrolling in for Synovus Gateway online, your Administrator must be an authorized signatory under your Account Agreements (**“Authorized Representative”**). If you want to designate someone other than an Authorized Representative as your Administrator when first enrolling in Synovus Gateway, you must have an Authorized Representative enroll you in Synovus Gateway at a branch. At no time does your designation of a person as your Administrator constitute a designation of that person as an Authorized Representative on any of your Accounts. You hereby authorize us to follow any instructions you or anyone else enters through Synovus Gateway or any of the Synovus Gateway Services using your Credentials. Please be advised that fraudulent appropriation and use of customer credentials and corporate identities is a growing problem, and that it is your responsibility under this Agreement to protect your Credentials from such appropriation and use. Because your Credentials can be used to access money and information about your Accounts, and given the growing risks of corporate identity theft and fraudulent transfers from bank accounts, a special degree of safeguarding and secrecy is required of you regarding your Credentials. You agree not to give your Credentials, or make them available, to any person not authorized to access your Accounts, and you agree that we may conclusively presume that if your Credentials are used, such use is authorized by you, including without limitation, by your Administrator or another of your Authorized Representatives or Authorized Users (as defined below). You agree to protect your Credentials with commercially reasonable technical, administrative, and physical safeguards. You also hereby agree to be solely responsible for and to release the Bank and hold the Bank harmless from and against any liability arising from or related to, any unauthorized use of your Credentials.

(b) Authorized Representative. You agree that you have designated your Authorized Representative as your Administrator for Synovus Gateway and the Synovus Gateway Services or your Authorized Representative has appointed another employee to act in that capacity for purposes of this Agreement, and agree that your Administrator may (i) designate authorized users for Synovus Gateway and the Synovus Gateway Services (each, an **“Authorized User”**), (ii) assign each Authorized User specific functions and delegate specific permissions to them and (iii) add or delete Accounts or Loans for the Synovus Gateway Services, all as provided for on Synovus Gateway or in any Service Procedures. You may change your Administrator in accordance with Bank’s procedures as set forth on Synovus Gateway or in the Service Procedures. This Administrator function allows you to centralize and monitor access to Synovus Gateway and the Synovus Gateway Services, the Accounts and the Loans other than access to the foregoing using Synovus Gateway Mobile. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions for such Authorized Users). To the extent permitted by applicable law, your authorization shall extend to such persons’ designees until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials. Synovus Gateway (other than when accessed using Synovus Gateway Mobile) permits you to audit Authorized User activity, and you agree that such audit reports are intended only as one means of monitoring such activity and that you are solely responsible for such monitoring.

5. Bill Payment Service. You may use Synovus Gateway bill pay service to order single or recurring bill payments to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and other permissible types of payees

whom you designate (“**Bill Payment Service**”). The Bill Payment Service is provided to you by a Third Party Service Provider and is governed by and subject to the Bill Payment Service Addendum to which you separately agree upon enrollment which are incorporated herein by reference (the “**Bill Payment Service Addendum**”) in addition to this Agreement. You agree: to comply with the Bill Payment Service Addendum regarding bill payments through Synovus Gateway that the service provider, and not Bank, is providing the Bill Payment Service and that all of your rights and remedies regarding errors in connection with the Bill Payment Service or unauthorized payments shall be solely against the Third Party Service Provider and not against Bank. You agree that our sole liability in connection with the Bill Payment Service is the reasonably diligent selection of the service provider.

6. Stop Payments. You may use Synovus Gateway to stop payment on any check drawn on one of your Accounts for which you have enabled the applicable Synovus Gateway Service. You must initiate any stop payment order so that we receive it in time to give us a reasonable opportunity to act on such order prior to our stop payment cutoff time. Our stop payment cutoff time is one (1) hour after the opening of the next Business Day after the Business Day on which we receive the check that is the subject of the stop payment order. Additional limitations on our obligation to stop payment are as provided by applicable law, including, without limitation, the fact that we have no obligation to stop payment on a check that we have paid in cash or which we have certified. To be effective, your stop payment order must precisely identify the check number and, if available, you need to provide us with the date, amount of the check and the payee.

7. Imaging Services. You may access certain images made available through Synovus Gateway Imaging Service, the terms of which are governed by this Agreement. You may research, view and print images of items that have cleared your Accounts. The Imaging Services are provided to you to facilitate your own Account research capability. You hereby acknowledge that the Imaging Service is provided by Bank’s vendor and Bank makes no representation or warranty whatsoever with respect to the Imaging Services and shall not be liable for damages of any sort with respect to the Imaging Service.

8. Synovus Gateway Mobile Services Terms.

(a) Mobile Services Available Through Synovus Gateway. Except as we otherwise indicate from time to time, all Synovus Gateway Services are available through mobile banking, whether Synovus Gateway is accessed through a mobile device or through the use of the App. The Mobile Deposits Service described in Section 8(h) below is available only through the use of the App. Other features available through the App may not be available through Synovus Gateway accessed without use of the App.

(b) Your Mobile Device Responsibilities. You are responsible for providing your own mobile device (a “**Mobile Device**”) to access and use Synovus Gateway with a Mobile Device, and you are responsible for obtaining your own mobile communications service provider. You are responsible for all fees and charges that you might incur to any mobile communications service provider or any other third parties while using Synovus Gateway with a Mobile Device. Please note that the Services are maintained to work with, and you should ensure you use, the most recent versions of Apple®’s and Android®’s operating systems on your Mobile Devices and with the most recent versions of nationally popular mobile devices and web browsers.

(c) Using Your Credentials. The Credentials you use for Synovus Gateway must be used to access Synovus Gateway through your Mobile Device. **Note: If you enroll more than one Mobile Device in Synovus Gateway using the same Credentials you must use a unique secure access code for each Mobile Device. Each Mobile Device accessed using the same Credentials will have the same access rights to Synovus Gateway and the Synovus Gateway Services, even if the actual user of the Mobile Device would not otherwise have**



this level of access to your Accounts, whether through Synovus Gateway or otherwise. You acknowledge and agree that when one of your Authorized Users gives Credentials or a Mobile Device to another person, your Authorized User thereby authorizes that person to use Synovus Gateway and the Synovus Gateway Service to the fullest extent as the Authorized User, and you are responsible for and are hereby deemed to have expressly authorized all transactions that person performs with Synovus Gateway or the Synovus Gateway Services, whether or not you intended, desired or actually authorized such transactions. Transactions that you or someone acting with you or any of your Authorized Users or Administrator initiates with fraudulent intent are also authorized transactions. For your protection, all user should log out after every use of Synovus Gateway or a Synovus Gateway Service on a Mobile Device and close the browser to ensure confidentiality.

(d) Synovus Gateway Mobile™.

(i) License. You are hereby granted a personal, limited, nontransferable, nonexclusive, nonsublicensable and nonassignable license (“**License**”) to download, install, and use Synovus Gateway Mobile within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to delete the App from the existing Mobile Device and download and install the App to that new or different Mobile Device. You agree to promptly notify us at 1-888-SYNOVUS (1-888-796-6887) if you change Mobile Devices or get a new telephone number for your Mobile Device. You can manage your Mobile Device settings in Synovus Gateway Settings tab. This License shall be deemed revoked immediately upon (i) any termination of Mobile Device access to Synovus Gateway in accordance with this Agreement; (ii) your deletion of the App from your Mobile Device; or (iii) written notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons or if you cease using the App, you agree to promptly delete the App from all of your Mobile Devices.

(ii) Proprietary Rights. You are permitted to use content delivered to you through the App only with Synovus Gateway and the Synovus Gateway Services. You may not copy, reproduce, distribute, or create derivative works from this content or the App. Further, you agree not to reverse engineer or reverse compile any mobile Synovus Gateway technology, including, but not limited to, the content or the App.

(iii) User Conduct. You agree not to use Synovus Gateway Mobile or the content or information delivered through the App in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the App; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the App to impersonate another person or entity; (iii) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (iv) be false, misleading, or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (vii) potentially be perceived as illegal, offensive, or objectionable; (viii) interfere with or disrupt computer networks connected to the Synovus Gateway or to any Synovus Gateway Service; (ix) interfere with or disrupt the use of the App, Synovus Gateway or any Synovus Gateway Service by any other user; or (x) use the App, Synovus Gateway or any Synovus Gateway Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

(iv) No Commercial Use or Resale. You agree that the App is for your use only. You agree not to resell or make commercial use of the App.



(e) Mobile Synovus Gateway Questions. If you have any questions about the Synovus Gateway Mobile or its use with Synovus Gateway or any Synovus Gateway Service, you can contact us at 1-888-SYNOVUS (1-888-796-6887).

(f) Responsibilities for Your Mobile Device and Mobile Communications Services. Except as provided herein, we are not responsible for any loss, damage, or injury whatsoever resulting from:

- An interruption in your mobile communications or telephone service;
- The disconnecting of your mobile communications or telephone service by your mobile communications or telephone service provider or from deficiencies in your connection quality; or
- Any defect or malfunction or misuse of your Mobile Device or the App.

We are not responsible for any services relating to your Mobile Device or the App other than those specified in this Agreement. Your mobile service carrier or provider is not the provider of any financial services available through mobile Synovus Gateway, and is not responsible for any of the materials, information, products, or services made available to you by us.

(g) Mobile Synovus Gateway Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the App or the access to Synovus Gateway or a Synovus Gateway Service using the App. These difficulties may result in loss of data, personalization settings, or other Synovus Gateway interruptions. You agree (i) neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of Synovus Gateway or the Synovus Gateway Services with your Mobile Device, (ii) neither we nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any Mobile Device or mobile network which you utilize to access Synovus Gateway or any Synovus Gateway Service, and (iii) neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You agree to exercise caution when utilizing the Synovus Gateway Mobile on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information to Synovus Gateway or any Synovus Gateway Service. Financial information shown on Synovus Gateway or any Synovus Gateway Service reflects the most recent account information available through the App and may not be accurate or current. You acknowledge that your Mobile Device might become subject to tracking, hacking, or unauthorized viruses or malicious code, and that we are not responsible for monitoring or notifying you of the potential effect of any such activities or malware, even if we become aware of them. Your use of the Mobile Device and the App to access Synovus Gateway or any Synovus Gateway Service is at your own risk.

(h) Mobile Deposits

(i) General Description of Mobile Deposits. The mobile deposits Synovus Gateway Service allows you to use your Mobile Device and the App to make images of checks payable to you (the “**Checks**”) and digitally transmit such images to us for deposit to your Account(s) with us (“**Mobile Deposits Service**”). Your eligible Accounts (some or all of your Accounts might not be eligible for the Mobile Deposits Service) into which deposits may be made are designated by you through the Mobile Deposits Service. See the “Eligible Checks” subsection, subsection 8(h)(iv) below, for information regarding limits on the types of Checks that can be deposited using the Mobile Deposits Service. Please note that your Mobile Device carrier may charge you for your use of your Mobile Device in connection with the Mobile Deposits Service.

(ii) **Additional Limitations of Service.** We provide the **Mobile Deposits Service** to you as a convenience, on an **AS IS, AS AVAILABLE** basis. You agree that we will have no liability or responsibility for any failure to detect duplicate Checks, fraudulent Checks, or any errors in Checks or for verifying any dates or data, and, except as otherwise expressly set forth herein, that we may disregard any restrictive notation of any kind. You might periodically experience technical or other difficulties when using the **Mobile Deposits Service**. We are not responsible for any difficulties or interruption to the **Mobile Deposits Service** you might experience or any damages you might suffer as a result thereof. We may change the qualifications for using the **Mobile Deposits Service**, or one or more of its features, in our sole discretion at any time without prior notice. We also reserve the right to change, suspend, or terminate the **Mobile Deposits Service**, in whole or in part, in our sole discretion at any time without prior notice to you.

(iii) **Transmission and Acceptance of Images; Image Quality.** In order to deposit a Check using the **Mobile Deposits Service**, you must use the App to send us an image of both the front and back of each Check (collectively "**Check Image**"). A camera of at least two megapixels in resolution is required. The front image must clearly display the entire MICR line. After capturing the images, you must visually examine them to make sure they are totally readable and verify and validate the total of the deposit. If the Check is torn or crumpled, or the photograph is not within the on-screen corners, not well-lit, does not contrast with the background, is blurry, or is not in focus we might not be able to process your deposit. You agree that the image quality of each Check must meet the requirements established from time to time by the American National Standards Institute ("**ANSI**"), the Board of Governors of the Federal Reserve Board, and any other regulatory agency, clearing house or association (collectively "**Check Standards**"). You acknowledge that you are solely responsible for the quality, completeness, accuracy, validity, and integrity of each Check sent by you for deposit to your Account. If your Check Image does not meet the Check Standards or we otherwise determine that we cannot process a Check you send us ("**Rejected Check**"), then you may either re-image the Check and resubmit same for deposit to your Account or you may deposit the original of any such Rejected Check by another means. In no event shall we be obligated to process any imaged Check unless it meets the Check Standards and the image quality is acceptable to us, in our sole discretion, regardless of the number of times you may re-image and resubmit such re-imaged Check for deposit. We may, at our option and solely for our benefit, also perform a risk management analysis of Checks to detect potentially fraudulent Checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file. Upon receipt of the Checks, we may examine the Checks to ensure they are not Ineligible Checks (as defined below) and we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check.

(iv) **Eligible Checks.** You agree the Checks you image and deposit shall only be checks made out to you and drawn on a U.S. financial institution. You also agree that when the image of the Check transmitted to Synovus is converted to an image replacement document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not image and deposit any of the following types of checks or items using the Mobile Deposits Service ("Ineligible Checks") and if you do so we may refuse or reverse the transaction:

- a. Foreign checks (meaning checks drawn on financial institutions that reside outside the United States or its territories or that otherwise do not clear through the Federal Reserve System).
- b. Any checks or items made payable to any person, company, or party other than you.

- c. Checks or items for non-business purposes (no checks for personal, household, or family purposes may be deposited).
- d. Checks or items payable jointly unless deposited to an account in the name of all joint payees.
- e. Checks or items containing an alteration on the front of the item, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- f. Checks or items written on an account owned by you or on which you are a signor.
- g. Checks that are remotely created as defined by Reg. CC or which are not in original form or are substitute checks.
- h. Checks or items that are drawn or otherwise issued by the U.S. Treasury or that are Treasury Tax and Loan payments.
- i. Cashier's checks, teller's checks, money orders, or traveler's checks.
- j. Checks or items that are stale-dated or more than six (6) months old.
- k. Checks or items that are post-dated or future-dated.
- l. Checks or items not payable in U.S. currency.
- m. Checks or items which have been previously deposited in any manner (including use of the Mobile Deposits Service or other means).
- n. Checks or items not endorsed as required by Synovus.

(v) Endorsements. You agree to restrictively endorse any item transmitted through the Mobile Deposits Service by clearly printing "For Synovus Bank Mobile Deposit Only," with your signature, on the back of the Check. You also agree to follow any other and all instructions for use of the Mobile Deposits Service as Synovus may establish from time to time. If you fail to write "For Synovus Bank Mobile Deposit Only" on the back of the Check and your Check is paid or presented more than one time, you may be liable to the Bank for the amount of the Check and all costs that we incur for the multiple payment or presentment. In addition, if you fail to properly endorse the Check and/or follow our instructions and procedures for the Mobile Deposits Service, we might not accept the Check for deposit or the processing of the Check could be delayed. If there is no endorsement and signature on the back of the Check it will not be accepted for deposit and/or will be returned.

(vi) Location and Time of Deposit; Cut-Off Time and Deposit Limit. Checks shall be deemed received by us for deposit when actually received and accepted by us. In general, if an image of a Check, excluding an Ineligible Check, you transmit through the Service is received and accepted before 6 p.m. Eastern Time on a Business Day (the "**Mobile Cut-off Time**"), we consider that day to be the day of your deposit; otherwise, we will consider that the deposit was made on the next Business Day. We may, at our option, set monthly dollar amount deposit thresholds ("**Deposit Limits**"), and may refuse to accept Checks that exceed the Deposit Limits, or we may accept and process the Checks, in our sole discretion. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. If we accept a deposit in excess of the Deposit Limit such deposit will still be subject to the terms of this Agreement. Our acceptance of Checks in excess of any Deposit Limits does not require us to accept Checks in excess of the Deposits Limits at a future time. We reserve the right to change the Deposit Limits and Mobile Cut-off Time, in our sole discretion. Such modifications will be effective immediately and may be implemented prior to your receipt of notice of the newly established Deposit Limits or Mobile Cut-off Time.

(vii) Funds Availability. You agree that Checks transmitted using the Mobile Deposits Service are not subject to the funds availability requirements of Reg. CC. Funds deposited using the Mobile Deposits Service will generally be made available within three (3) Business Days from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience

information, and such other factors as Synovus, in its sole discretion, deems relevant. In some cases, we may not make funds deposited using the Mobile Deposits Service available in accordance with this general policy. Should this occur, a communication will be sent to you informing you as to when your funds will be available. In the event we receive an item you transmit through the Mobile Deposits Service where we have reason to doubt the collectability of that item, we may delay the availability of funds for a reasonable period of time until the item is either paid or returned. In such cases, we will notify you of this action.

(viii) Your Representations and Warranties. By presenting a Check image to us for deposit, you represent and warrant to us that as of that date: (i) each Check is an “item” (as defined in Article 4 of the UCC) and is acceptable for deposit under the Deposit Agreement; (ii) the Check contains a preprinted serial number; (iii) the Check is accurate, complete, and authentic; (iv) the Check was completed and duly signed by the drawer, who is the drawer named on the Check; (v) the Check is a valid payment obligation to you; (vi) that you have not endorsed the Check to any third party; (vii) the Check is drawn on a bank or financial institution located in the United States and the drawer is a U.S. resident; (viii) the Check amount is in the exact amount of the goods or services purchased; (ix) the goods or services have been delivered to the drawer and have not been returned or disputed; (x) the Check has not been previously, imaged, scanned, or otherwise submitted for deposit; (xi) the Check does not contain computer viruses or other harmful, intrusive, or invasive codes; (xii) the Check has been duly endorsed by you; and (xiii) that the Check is not an Ineligible Check. In addition, you make the same representations and warranties to us with regard to each Check transmitted by you through the Mobile Deposits Service pursuant to this Agreement as you would make under the UCC if you presented the original check or other item to us, rather than the Checks.

(ix) Deposit Services. We will process for deposit the Checks you submit to us, subject to our rights with respect to Rejected Checks and Ineligible Checks and your compliance with the terms of this Agreement. No deposit is complete until we have notified you of our acceptance of your Check. Receipt of this confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account. Upon your receipt of confirmation from Synovus through the Mobile Deposits Service that we have received an image of the Check you transmitted, you agree to safeguard the originals of such imaged Checks for at least thirty (30) days and thereafter to destroy the original of the deposited Check. During the time the original Check is held by you it shall be subject to review by us at any time. After destruction of the original Check, the image will be the only evidence of the Check. You agree to cooperate with Synovus in the investigation of any unusual transactions, poor quality images, resolution of claims, including you providing, upon our request and at no cost to us, the original Check and copies of any documentation relating to your Checks and deposit transactions.

(x) Responsibility for Multiple Deposits of the Same Check. You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Checks, whether such multiple deposits are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution or any combination thereof. You agree that the aggregate amount of all such Checks that are deposited more than once shall be debited against your Account, and to the extent funds in your Account are insufficient to cover such amount, then any balance shall be debited by us against any of your other Accounts as determined by us, in our sole discretion. You further acknowledge that you are fully responsible for the original Checks that are imaged and deposited using the Mobile Deposits Service and that the liability to the maker of any Check so imaged that may result from your use of the Mobile Deposits Service or from the necessity of our printing substitute checks from the images thereof transmitted by you to us shall be solely your liability and that we shall have no



liability whatsoever therefore. You agree that we have no liability or responsibility for any failure to detect a duplicate Check.

(xi) Presentment of Checks. Unless otherwise agreed to in writing by us, we will, in our sole discretion, determine the manner in which Checks shall be presented for payment to the drawee bank. Likewise, we will, in our sole discretion, select the clearing agents used to collect and present the Checks and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents and you agree to be bound by all clearinghouse rules and regulations, including, without limitation, Regulations of the Board of Governors of the Federal Reserve, Federal Reserve Customer Operating Circulars, and Rules of the National Item Exchange ANSI, or other clearinghouse association of which we might be a member or to which Rules we agree to, or are bound by.

(xii) Physical Delivery. You agree that if for any reason you are not able to image and transmit Checks to us, including, without limitation, communications, equipment or software outages, interruptions or failures, you will be responsible for using other methods to deposit the original Checks. The deposit of original Checks at a Synovus location or ATM shall be governed by the applicable Account Agreement and not by the terms of this Agreement.

(xiii) Returned Checks. We will process and return unpaid Checks in accordance with applicable laws and regulations and the Deposit Agreement. If Checks previously deposited are dishonored and returned unpaid by the drawee bank, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Mobile Deposits Agreement, the original Check will not be returned and we may reverse the deposit of the Check to the designated Account to which the Check was deposited. We reserve the right to charge back to your Account at any time, any Check that was subsequently returned to us or that we subsequently determine was an Ineligible Check. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

(xiv) Limitation of Liability. In addition to, and not in lieu of, the limitations of liability set forth elsewhere in this Agreement, you agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received and accepted by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for any Ineligible Checks, charging back to your Account for an Ineligible Check, the rejection of any Check, or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind.

(xv) Indemnification. In addition to, and not in lieu of, the other indemnification provisions in this Agreement, you agree to indemnify and hold Synovus and its directors, officers, employees, and agents harmless from all losses, liability, claims, demands, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with any of the following: your use of the Mobile Deposits Service, your negligence or willful misconduct, your breach or violation of any term or provision of this Agreement, your breach or violation of any of your representations or warranties in this Agreement, the multiple submission for deposit of imaged Checks using the Mobile Deposits Service, the submission of fraudulent items using the Mobile Deposits Service, any failure of your Mobile Device or the App or any disruption in the transmitting of any images or data by you to us, your failure to endorse any

Checks electronically transmitted by you to us, your failure to destroy the originals of imaged Checks submitted by you using the Mobile Deposits Service within the time frame provided for, any misuse of the Mobile Device or the herein designated hardware or software by you or by any individual or entity acting on your behalf or within your control, or your failure to comply with any applicable federal and state statutes, rules, and regulations in force pertaining to or regarding Mobile Deposits Service procedures for the Mobile Deposits Service or to the deposit of Checks in your Account.

9. Financial Tools (PFM). If you elect to use the Financial Tools (PFM) Service, this Synovus Gateway Service is provided by a Third Party Service Provider and you must enter into a Third Party Service Addendum in order to receive it. You agree to comply with the Third Party Service Addendum. You further agree that the Third Party Service Provider, not Synovus, is providing the service and that all of your rights and remedies regarding errors or other issues in connection with the service will be solely against the Third Party Service Provider and not against Synovus. You agree that our sole responsibility in connection with the Financial Tools (PFM) Service is the reasonably diligent selection of the Third Party Service Provider.

10. Operating Environment.

(a) In order to use Synovus Gateway and Synovus Gateway Services you must have the following: (i) a desktop or laptop computer; (ii) operating systems in the versions listed in the Service Procedures (currently Windows® 10 or Mac® OS X 10.10); (iii) a secure (encrypted) web browser (in the versions listed in the Service Procedures); (iv) Internet access through an Internet Service Provider (“ISP”) (with a least 1 Mbps download speed or higher as set forth in the Service Procedures); (v) for access to Synovus Gateway using a mobile device, an eligible Mobile Device, and, if desired, Synovus Gateway Mobile™; and (vi) Adobe Acrobat® reader for desktop or mobile to access certain electronic Communications. Currently, Synovus Gateway requires either of the following browsers: Chrome®, Edge® or Firefox® (versions 2.0 and higher, for PC or Mac). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Synovus may change these requirements from time to time by posting any changes on Synovus Gateway or in the Service Procedures or by notifying your Administrator.

(b) Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:

- An interruption in your electrical power or telephone or Internet service;
- The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
- The disconnecting of your electrical service by the provider of electrical power to you; or
- Any defect or malfunction of your computer, modem, system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access.
- Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours.

We are not responsible for any services relating to your computer.

11. Statements. All of your payments, deposits and funds transfers made through the Synovus Gateway Services will appear on your periodic Account statements. The transaction type, payee name, transaction amount, and date of each debit to your Account will be reflected for each



transaction initiated through the Services in the periodic statement for the applicable Account. You agree that no other notice is required with respect to transactions made through the Synovus Gateway Services.

12. Payment for Service.

(a) In accordance with each schedule of fees that Synovus provides you with respect to Synovus Gateway or the Synovus Gateway Services (collectively the “**Fee Schedule**”), we will charge fees for the Synovus Gateway Services each month and any other fees related thereto to your Account designated for such purpose (the “**Payment Account**”). You authorize us to charge your Payment Account in order to obtain payment for the Synovus Gateway Services through account analysis, compensating balances, or by direct debit of the Payment Account, or by a combination of the preceding, but debiting the Payment Account is not our exclusive remedy. Not in limitation of the foregoing, you authorize us to debit any other Account or account or to set off against any amounts we may owe you to obtain payment if there are not sufficient funds in the Payment Account. We will notify you of any debit made under this paragraph either by separate written notice or as part of our statement of the account for the period in which the payment amount was debited.

(b) Bank’s failure to assess any charges or to assess charges in any specific amount does not waive Bank’s right to increase or decrease the amount of charges later. Fees are reviewed periodically and are subject to change. We will notify you of any fee changes, as provided in this Agreement.

13. Availability of the Synovus Gateway Services. Access to Synovus Gateway and the Synovus Gateway Services is available 24 hours a day, seven days a week, except during maintenance periods and during periods when access to Synovus Gateway or any of the Synovus Gateway Services is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. We will not be liable under this Synovus Gateway Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of Synovus Gateway or any Synovus Gateway Service at any time and for any reason without notice or refund of previously incurred fees.

14. Account Reconciliation.

(a) You must examine the periodic statement for each Account with “reasonable promptness” and otherwise within the time frame required in the Account Agreement and report any issues with it to us within the time frame required in your Account Agreement, not to exceed in any event thirty (30) days from the date the statement is first made available to you.

(b) If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts within the time frame set forth in subsection 14(a) above. You must furnish the following information to us: (i) your name and Account number; (ii) a description of the error or transfer, and a complete explanation of the error, or request for more information; and (iii) the dollar amount of the suspected error; and any other information required by us. If you contact us by telephone, we may require that you send the complaint or question in the form of a paper writing by U.S. Mail or fax within ten (10) Business Days.

(c) If you fail to perform any of these duties within the time frames described in subsection 14(a) above, you will have to either share the loss with us, or bear the loss entirely (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items, transfers or payments on the statement but other items forged or altered or unauthorized transfers or payments made by the same wrongdoer. If you do not report to us as provided in subsection 14(a) or (b) above, you agree that you will be

liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. You further agree that if you fail to report any unauthorized signature, alteration, forgery, transfer or payment or any other error in any Account within the time period provided in your applicable Account Agreement, you cannot assert a claim against us on any item, transfer, payment or other error in that statement, and the loss will be entirely yours. This time limitation is without regard to whether we exercised ordinary care. In that event, you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. This limitation is in addition to those contained elsewhere in this Agreement or in your Account Agreements.

15. Your Liability for Unauthorized Transfers Made Using the Synovus Gateway Services.

You acknowledge and agree that the Electronic Funds Transfer Act and its provisions limiting consumer liability do not apply to your Accounts. Further, you agree that except as otherwise expressly required by applicable law, we shall have no liability of any nature whatsoever to you or any other party resulting from any transactions involving your Accounts using the Synovus Gateway Services, and you hereby release us from any such liability to you and agree to indemnify and hold us harmless from and against any such liability to any third party. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous payment orders or other instructions or communications initiated through the Synovus Gateway Services. Your liability for unauthorized or erroneous items is also governed by your Account Agreements with us.

16. Your Notice to Us of Unauthorized Transfers, Errors and Questions. If you believe that someone has transferred or may transfer money from your Account without your permission or in case of errors or questions about your electronic transfers, telephone your Bank representative immediately or call us at 1-888-SYNOVUS (1-888-796-6887).

17. Consent to Disclosure; Privacy. We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the performance of the Service, the enforcement of any of our rights or exercise of any of our remedies hereunder, and as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject.* You acknowledge that if any third party performs any part of or provides access to Synovus Gateway or any Synovus Gateway Service, we will have to provide them with your information as necessary for them to perform the applicable services and we will not be liable for any confidentiality or security breach or other disclosure by any such Third Party Service Provider, agent, independent contractor or other entities. If you enter into a Service Addendum, you agree that such third parties' privacy policies may apply to your use of the applicable Service and that we are not responsible for such third parties' compliance with their privacy policies.

18. Our Intellectual Property; Confidential Information; Data Use Rights.

(a) You acknowledge that all of our computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks, tradenames, service marks, logos and intellectual property relating to Synovus Gateway or the Synovus Gateway Services are and will continue to be our sole and exclusive property or the property of our service providers, agents or independent contractors, and you do not and will not claim any interest in them, or act in any way inconsistent with our rights in them and will return them to us promptly upon termination of this Synovus Gateway Agreement, or the applicable Synovus Gateway Service(s), or earlier, upon our request.

(b) **"Confidential Information"** means trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms,

including, without limitation, software, customer and/or membership lists, forms, procedures, manuals and other documents and records, which information is used or useful in the conduct of Bank's business. You acknowledge that, as a result of your use of Synovus Gateway and the Synovus Gateway Services, you may learn or have access to Bank's Confidential Information and you further acknowledge that: (i) although all or any part of such Confidential Information may be obtainable from other sources, the information could only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Bank's business; and (ii) the Confidential Information is the exclusive property of Bank. Except as otherwise expressly contemplated by this Agreement, you will not, at any time either during or after the term of this Agreement, regardless of how this Agreement is terminated, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available, the Confidential Information which you learn, or to which it has had access or which has been revealed to it during the term of this Agreement. Upon the termination of this Agreement, or upon written demand, whichever shall first occur, you will promptly return to the bank all Confidential Information in your possession or control the parties agree that the restrictive covenants contained in this Section are reasonable and necessary to protect Bank's legitimate interests and that any losses arising from a party's breach thereof cannot reasonably and adequately be compensated by monetary damages and will cause Bank to suffer irreparable harm. Accordingly, upon the failure of you to comply with the obligations contained in this Section, the Bank will be entitled to seek injunctive or other extraordinary relief.

19. Authorization to Obtain and Use Information. You agree that we may obtain information from your payees regarding your payments and the payee accounts to be credited in order to facilitate proper handling and crediting of your payments. You agree that we may use any information or data we receive from your use of Synovus Gateway, the Synovus Gateway Services or the App in order to provide Synovus Gateway, the Synovus Gateway Services and the App to you, in order to improve such services and the App, for our other internal purposes, and with respect to aggregated, anonymous data, to share with our Third Party Service Providers' for their and their third party customers' and providers' data analytics purposes.

20. Termination; Survival. You may terminate your use of Synovus Gateway at any time by calling your Bank Representative. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your access to Synovus Gateway terminated. We may require that you confirm your request in writing. We will charge you fees for the month in which your termination is effective in accordance with this Synovus Gateway Agreement unless (a) you terminate the Synovus Gateway Services between the first and the fourteenth day of the month, and (b) during such time, no transactions involving any of the Accounts have occurred. We may suspend or terminate your use of all or any part of the Synovus Gateway Services at any time without prior notice. Your access to all or any part of the Synovus Gateway Services will be terminated automatically if your Accounts are closed, or access to your Accounts is restricted for any reason. Such termination will only terminate your access to the Synovus Gateway Services and will not affect your liability or obligations under this Agreement for transactions we have processed or that are in process on your behalf prior to such termination or any other obligations, which, by their nature, survive termination. If you have entered into separate agreements with us regarding additional Synovus Gateway Services, termination of any such separate agreements will not automatically terminate this Synovus Gateway Agreement, but termination of this Synovus Gateway Agreement will result in immediate termination of all such separate agreements. All terms and conditions that by their nature are continuing will survive the termination of this Agreement for any reason, including, without limitation, terms and conditions regarding fees, confidentiality, ownership, warranties, warranty disclaimers, indemnification, damages exclusions and limitations on liability.

21. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SYNOVUS GATEWAY AGREEMENT, NEITHER WE NOR ANY OF OUR AGENTS, CONTRACTORS, VENDORS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES. *Without limiting the foregoing, we do not warrant that Synovus Gateway or the Synovus Gateway Services will operate without errors, or that any part or all of Synovus Gateway or the Synovus Gateway Services will be available and operational at all times.*

22. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY THIS SYNOVUS GATEWAY AGREEMENT OR REQUIRED BY APPLICABLE LAW, YOUR USE OF SYNOVUS GATEWAY AND THE SYNOVUS GATEWAY SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE” AND AT YOUR OWN RISK AND NEITHER WE NOR ANY OF OUR AGENTS, CONTRACTORS, VENDORS OR SERVICE PROVIDERS WILL BE LIABLE TO YOU FOR ANY BREACHES OF THIS AGREEMENT OR FOR OURS OR THEIR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS SYNOVUS GATEWAY AGREEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY OF OUR AGENTS, CONTRACTORS, VENDORS OR SERVICE PROVIDERS WILL BE LIABLE TO YOU FOR ANY BREACHES OF THIS AGREEMENT OR DELAYS OR MISTAKES RESULTING FROM ANY FORCE MAJEURE (AS DEFINED BELOW) OR FROM ANY FAILURE OF OR DELAY OF ANY OTHER PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RECEIVING DEPOSITORY FINANCIAL INSTITUTION (“**RDFI**”) (INCLUDING, WITHOUT LIMITATION, THE RETURN OF AN ENTRY BY SUCH RECEIVER OR RDFI), ANY PARTICIPATING DEPOSITORY FINANCIAL INSTITUTION, ANY BENEFICIARY OR BENEFICIARY’S BANK, ANY INTERMEDIARY BANK, INTERNET ACCESS SERVICE PROVIDER, PAYMENT CARD NETWORK, ACQUIRING BANK OR PROCESSOR, OR ANY OTHER SERVICE PROVIDER TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM OR FOR ANY SERVICES OR ANY ACTS OR OMISSIONS UNDER A THIRD PARTY SERVICE ADDENDUM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, REGARDLESS OF THE TYPE OF CLAIM, WHETHER FOR BREACH OF CONTRACT, TORT OR STRICT LIABILITY, YOU WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: YOUR ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY YOU TO BANK IN THE SIX (6) MONTH PERIOD FOR THE SERVICE(S) TO WHICH THE CLAIM RELATES IMMEDIATELY PRECEDING THE DATE ON WHICH BANK’S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

23. Indemnity. Except as may be directly attributable to our lack of good faith or willful misconduct and as limited by UCC Section 4-103 (as then in effect) if applicable, you agree to defend, indemnify and hold us and our affiliates, directors, officers, employees, agents, service providers, and independent contractors (as applicable) (the “Indemnified Parties”) harmless from and against any and all losses, liabilities, costs, damages (including

punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands (the "Indemnified Losses") to which any of the Indemnified Parties may be subject or may incur arising out of or in connection with its or their performance of this Synovus Gateway Agreement, Synovus Gateway or the Synovus Gateway Services, or any of your obligations, responsibilities, warranties or representation relating to Synovus Gateway or the Synovus Gateway Services, or your breach of any term of this Synovus Gateway Agreement, regardless of the nature of any claim or loss. You agree to indemnify the Indemnified Parties from and against any of the Indemnified Losses or expenses resulting from or arising out of any claim of any person that we are responsible for the act or omission of you or any of the Third Parties (as defined in the Limitation of Liability section). You agree that we and the other Indemnified Parties shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to Synovus Gateway or any of the Synovus Gateway Services, whether caused by the equipment, software, us, ISPs Internet browsers, or parties providing communication services to or from you. You further agree to indemnify, defend, hold harmless and release us and the other Indemnified Parties from and against any and all liability, and agree not to make any claim against us or any of the other Indemnified Parties or bring any action against any of them, relating to its honoring or allowing any actions or transactions that were conducted by the Administrator or us in our performance of any function of the Administrator or acting upon messages or authorizations provided using your Credentials.

24. Arbitration Agreement. The arbitration agreement and applicable terms and conditions in your applicable Account Agreement apply to disputes arising out of or relating to this Synovus Gateway Agreement (including, without, limitation, the Service Addenda now or hereafter in effect), or breach thereof, or any relationship resulting therefrom as if such arbitration agreement and applicable terms and conditions are stated in this Section 23 in full.

25. Business Days. Our business days are Monday through Friday, excluding Federal Reserve and applicable state banking holidays ("**Business Days**").

26. Force Majeure. In no event shall we be liable at any time to you or any other person for any loss, charge, fee, penalty, expense, claim or other damage resulting from any failure or delay in the performance of our responsibilities under this Synovus Gateway Agreement which is caused or occasioned by any occurrence, act or thing beyond our control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, fire, storm, or other adverse weather conditions or catastrophe, epidemic, pandemic, or inability to obtain or delay in obtaining wire services or Internet access, or failure, refusal or delay by any Internet service, service provider or another bank or financial institution (collectively "**Force Majeure**").

27. Entire Agreement. This Synovus Gateway Agreement, including the Service Addenda and Fee Schedule(s), constitutes the entire agreement between you and us related to Synovus Gateway or the Synovus Gateway Services and supplements your Account Agreements and in the event of a conflict between this Synovus Gateway Agreement and any other agreement or disclosure related to your Accounts or Loans, this Synovus Gateway Agreement shall control with respect to Synovus Gateway and the Synovus Gateway Services. This Synovus Gateway Agreement may be amended only in writing (including any electronic communication by us) and may not be amended verbally or by course of conduct. We will post the amended Synovus Gateway Agreement on Synovus Gateway with an updated Revision Date.

28. Minimization of Risk. If and to the extent we permit you to have the use of funds for which you have not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to you, which we may terminate at any time. We have the absolute right to delay the availability of funds for the Payment Account or any other account, without regard to the applicable funds availability policy in your Account Agreement or any practice or pattern of practices by you. If we deem, in our sole and absolute discretion, that our risk exposure as provider of the Services under this Synovus Gateway Agreement has become too great, we may act to minimize this exposure by (a) requiring you (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of your Accounts with us (including, without limitation, the Payment Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable banking laws and regulations.

29. Cooperation in the Loss Recovery Efforts. You agree to provide reasonable cooperation to us in the event of any damages, claims or losses for which we may be liable to you or to a third party, including performing loss recovery or mitigation efforts and in connection with any legal action that we may be obligated to defend or we elect to pursue against a third party.

30. Events of Default. Each of the following shall constitute an event of default by you under this Synovus Gateway Agreement entitling us to terminate this Agreement and your access to Synovus Gateway and the Synovus Gateway Services: any (a) breach of your obligations, warranties or covenants under this Synovus Gateway Agreement; (b) failure to pay any charges due in connection with the Synovus Gateway Services; (c) material falsity, inaccuracy or incompleteness of any representation made by you in connection with Synovus Gateway or the Synovus Gateway Services (either when made or thereafter); or (d) default by you under any other agreement between us and you (including, without limitation, any loan or security agreement).

31. No Waivers. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

32. Assignment. You may not assign this Synovus Gateway Agreement to any other party. In our sole discretion, we may assign this Synovus Gateway Agreement or delegate any or all of our rights and responsibilities under this Synovus Gateway Agreement to any third parties.

33. Commercial Agreement; Compliance with Applicable Law. You agree to use Synovus Gateway and the Synovus Gateway Services, including the initiation of entries, funds transfers, or other transactions: only for business purposes for the Accounts and Loans and not for any personal, consumer, or household purposes or accounts; and only in accordance with all applicable federal and state laws and all applicable NACHA and funds transfer system rules; and you agree to comply with all of the foregoing during the term of this Synovus Gateway Agreement.

34. No Extension of Credit. Nothing in this Synovus Gateway Agreement nor any course of dealing between you and us constitutes our commitment or obligation to lend money to you or obligates us to extend any credit to you, to make a loan to you, or to advance funds to you to pay for any payment order other than as set forth in your Account Agreement.

35. Amendments. Notwithstanding any other term of this Synovus Gateway Agreement, we may amend or change any of the terms and conditions of this Synovus Gateway Agreement (including, without limitation, any Service Addenda or Fee Schedule) at any time upon notice to any one of your Authorized Users at any time prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must stop using the service and notify us prior to



the effective date of the change or amendment to cancel your access to Synovus Gateway and the Synovus Gateway Services. This provision shall not be deemed to alter or affect any obligations that we have under applicable law regarding disclosures concerning our funds availability policy in our Account Agreements.

36. Governing Law. This Synovus Gateway Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws provisions. Third Party Service Addenda shall be governed by the choice of law in such agreements.

37. Severability; Interpretation. In the event that any term of this Synovus Gateway Agreement is held unenforceable, the term will be severed from this Agreement and the remaining terms of the Agreement will remain in full force and effect. As used in this Agreement, the words “include”, “includes” or “including” will be construed as words of illustration and of limitation.

38. Notices; Electronic Communications.

(a) Notices. Except as otherwise expressly provided herein, Bank will not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter. You agree that we may provide any notice to you under this Agreement by email to any email address you have provided us for notice or by mail to the street address you have provided us, as the Bank may select. You agree that we may send any notice or amendment involving this Agreement to your Administrator. You agree that our ability to communicate with you is dependent on the validity of your e-mail and street address in our records, and that you will promptly notify us of any change in your e-mail or street address and that we will have no obligation to redeliver any e-mail or U.S. Mail that is delayed or returned. To update your contact information, use the Account information tab in Synovus Gateway or call us at 1-888-SYNOVUS (1-888-796-6887). Please allow up to 14 days for us to process your request.

(b) Electronic Communications Disclosure and Consent. The consent to receive electronic Communications in this subsection 38(b) and elsewhere in this Agreement (“**Consent**”) applies to all Communications relating to the Services. If you have provided us a similar consent to receive electronic communications in connection with any Synovus product or service other than Synovus Gateway, this Consent will control with respect to Synovus Gateway and the Synovus Gateway Services but only with respect to Synovus Gateway and the Synovus Gateway Services.

You hereby consent, understand, and agree that: (i) this Agreement will be entered into electronically; (ii) the transactions provided for in this Agreement will be conducted electronically; (iii) you consent to receive Communications electronically; and (iv) this Consent shall last until you withdraw your consent to receive Communications electronically as provided below.

(c) Scope of Communications to Be Provided in Electronic Form. When you use Synovus Gateway, you agree that we may provide you with any Communication in electronic form, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. For purposes of this Consent, “**Communications**” include all of the following:

- This Agreement and all amendments to this Agreement
- All Service Addenda and amendments thereto that may be required for the Synovus Gateway Services
- Notices with respect to any changes to this Agreement or any Service Addendum (other than a Third Party Service Addendum for which you will receive notices from the Third Party Service Provider)

- All periodic statements (including combined statements) for any of your deposit Accounts designated by you now or in the future to be accessed using any Service if you have elected to receive such statements electronically in Synovus Gateway
- Any transaction confirmations for the Synovus Gateway Services
- Balance, activity, and certain other information on Accounts designated by you now or in the future to be accessed using Synovus Gateway
- Inquiries or notices to you about transactions made using the Synovus Gateway Services
- Authorizations related to the Synovus Gateway Services
- Our Privacy Policy
- All Communications delivered by us to you under this Agreement

(d) You agree that we may make available exclusively via Synovus Gateway (and not in paper form) all disclosures required by law and other communications regarding the Service that may be permissibly given electronically.

(e) Methods of Providing Communications to You in Electronic Form. In general, we will provide Communications to you in electronic form either (a) by posting a message to you in Synovus Gateway; (b) by email to the email address for you in our records; or (c) if your Administrator or Authorized Users are users of Synovus Gateway Mobile, either through text messaging or in-App messaging to their Mobile Devices to the extent those messaging options are made available by us. You agree to maintain a valid email address on file with us for each Account as long as you are enrolled in the Service and to promptly notify us of any change in your email address. You acknowledge and understand that our ability to provide you Communications regarding this Agreement or the Service is dependent on your maintenance of a valid email address on file with us for your Account. You may update your information at any time on Synovus Gateway.

(f) Paper Disclosures. In addition to the electronically communicated information provided to you above, you may obtain a paper copy of any of the Communications (including a copy of this Agreement) by calling us at 1-800-SYNOVUS or by emailing us at info@synovus.com. Such a request will not be considered a withdrawal of consent to receive Communications in electronic form. Paper copies of periodic Account statements will be available for twenty-four (24) months after unless you expressly state otherwise in your request. Paper copies of Account Statements will be provided free of charge but we reserve the right to charge you a fee for other paper Communications. We also may, in our sole discretion, choose to send you paper copies of any Communications even though we could have made those Communications available to you electronically.

(g) How to Withdraw Your Consent. You have the right to withdraw your consent to have the Communications provided or made available to you only in electronic form. For electronic statements, you can withdraw your consent by selecting “paper only” or “paper and electronic” at the Statements tab on Synovus Gateway. At our option, also we may treat your providing us an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of your consent to receive Communications in electronic form. If you withdraw your consent: (a) the Service may be suspended or cancelled by us within a reasonable time after our receipt of such notice; (b) you may experience a delay in obtaining information regarding your Accounts; and (c) your withdrawal shall not apply to information properly provided before the withdrawal takes effect. To withdraw your consent to receive Account statement electronically, you must change your Account settings in Synovus Gateway to provide for paper statements.