



Synovus Gateway Mobile Banking Service Addendum

**Synovus Treasury Management Services
Synovus Gateway Mobile Services Terms**

1. **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.
2. **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.
3. **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 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 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 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.
4. **Synovus Gateway Mobile™.**
 - a. *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 (1-888-7966887) 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.
 - b. *Proprietary Rights.* You are permitted to use content delivered to you through the App only with Synovus Gateway and 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.
 - c. *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, antidiscrimination, 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 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.
 - d. *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.
5. **Mobile Synovus Gateway Questions.** If you have any questions about 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).
6. **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:
 - a. An interruption in your mobile communications or telephone service;

- b. 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
- c. 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.

7. **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 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 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.

8. Mobile Deposits

- a. **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 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.
- b. **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.
- c. **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.

- d. **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:

- 1) 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).
 - 2) Any checks or items made payable to any person, company, or party other than you.
 - 3) Checks or items for non-business purposes (no checks for personal, household, or family purposes may be deposited).
 - 4) Checks or items payable jointly unless deposited to an account in the name of all joint payees.
 - 5) 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.
 - 6) Checks or items written on an account owned by you or on which you are a signor.
 - 7) Checks that are remotely created as defined by Reg. CC or which are not in original form or are substitute checks.
 - 8) Checks or items that are drawn or otherwise issued by the U.S. Treasury or that are Treasury Tax and Loan payments.
 - 9) Cashier's checks, teller's checks, money orders, or traveler's checks.
 - 10) Checks or items that are stale-dated or more than six (6) months old.
 - 11) Checks or items that are post-dated or future-dated.
 - 12) Checks or items not payable in U.S. currency.
 - 13) Checks or items which have been previously deposited in any manner (including use of the Mobile Deposits Service or other means).
 - 14) Checks or items not endorsed as required by Synovus.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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.
 - j. **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.
 - k. **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.
 - l. **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.
 - m. **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.
9. **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.
10. **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.
11. **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.

12. 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, servicepacks 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:
 - 1) An interruption in your electrical power or telephone or Internet service;
 - 2) 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
 - 3) 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.
 - 4) 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 or Wireless Device, including any fees or charges for Internet service, or any voice, message, text or data services. You are solely responsible for such fees and charges and for any issues with the Mobile Service caused by such services. Your mobile service carrier or provider is not the provider of any financial services available through the Mobile Service, and is not responsible for any of the materials, information, products, or services made available to you by us.