



SYNOVUS[®]

**Synovus Gateway[™]
Service Addendum**

**Synovus® Treasury Management Services
Synovus GatewaySM Services Addendum**

1. **Acceptance of Synovus GatewaySM Services.** By selecting Synovus GatewaySM Services (the “Gateway Services”) on the Enrollment Form, you agree to the terms of this Synovus GatewaySM Services Addendum (the “Gateway Addendum”) and this Gateway Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “Master Services Agreement”). The Master Services Agreement, together with this Gateway Addendum, shall constitute one “Gateway Services Agreement” for the Gateway Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Gateway Services. **For Services provided under the Master Services Agreement that are accessible through Synovus Gateway, a separate Services agreement applies to such Services, and in the event of a conflict between the Gateway Services Agreement and such other Services Agreement, this Gateway Services Agreement will prevail for issues arising out of Synovus Gateway or the Gateway Services.** Customer acknowledges the receipt of a copy of this Gateway Addendum and the current Master Services Agreement. This Gateway Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Gateway Addendum, the terms of this Gateway Addendum will control with respect to the Gateway Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Synovus Gateway Services.** You may use the Gateway Services through Synovus GatewaySM, our online banking portal designated for this purpose, which is Synovus GatewaySM. With the Gateway Services, you may do the following after selecting the feature with the Enrollment Form: (a) transfer funds between your designated commercial deposit, checking, money market, and savings accounts (the “Deposit Accounts”) and make payments from Deposit Accounts to designated Loans you have with Bank; (b) receive balance, activity and certain other information by electronic transmission of a visual display on selected Deposit Accounts and Loans you have with us; (c) access periodic account statements for Deposit Accounts (the “Deposit Account Statements”) and transaction history for Deposit Accounts and Loans; (d) pay bills directly from your Deposit Accounts to third parties whom you have selected in advance, using the Enrollment Form, to receive payment through the Service in the amounts and on the days you request (the “Bill Payment Service”, see the Bill Payment Services Addendum below); (e) stop payment on checks drawn on your Deposit Accounts; and (f) view images of items that have cleared your designated Deposit Accounts. Your Deposit Accounts and Loans accessible via the Gateway Services are designated by you in the Enrollment Form. Depending upon various factors, not all of the above-listed services may be available to you and you may not desire to use all services that may be available to you. You understand and agree that, notwithstanding any provision of this Gateway Addendum to the contrary, you are only entitled to use those of the services enumerated that we approve, in our sole discretion, and that the designation of the services available to you and your selection of certain additional services may require a separate enrollment or other document and that separate fees shall be charged for each service. The Bill Payment Service is subject to credit approval and a separate agreement, as provided below. Subject to our approval, you may be able to access additional Treasury Management services from time to time by entering into one or more Service Addenda for such purpose. Any such additional Treasury Management services that are accessed through the Gateway Services will be considered part of the Gateway Services hereunder and subject to this Gateway Addendum. Use of the Gateway Services is also subject to the applicable Service Procedures, and subject to the provision of specific information required online to process the Gateway Services. The terms and conditions of your respective Deposit Account agreements with us will also govern your Deposit Account relationships with us. The terms and conditions of your separate Loan agreements with us will also govern your Loan relationships with us.
3. **Security Procedures; Client Administration; Authorized Representative.** You hereby designate your Authorized Representative identified in Enrollment Form as your Administrator, and agree that he or she may designate authorized users for the Gateway Services (each, an “Authorized User”) and assign them specific functions and delegate specific permissions to them, all as provided onscreen and in any Service Procedures. You may designate an Administrator for the Gateway Services other than as set forth in the Enrollment Form by providing written notice to us in a form acceptable to us. Such written notice of designation of an Administrator will only take effect after we have received such notice and had a reasonable opportunity to act on it. This Administrator function allows you to centralize and monitor access to the Gateway Services, the Deposit Accounts and the Loans. 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 through the Gateway Services) and (to the extent permitted by applicable law) 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. The Gateway Services 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. You agree to follow all security and operating guidelines as referenced in the Security Procedures and Client Administration provisions of the Master Services Agreement.
4. **Balance Inquiries and Reports; Transfers.** You may use the Gateway Services to check the balance of your Deposit Accounts

and Loans, request specified Deposit Account reports, and transfer funds among your designated Deposit Accounts, including making payments to us from Deposit Accounts to Loans. Transfers may include periodic sweeps, as provided online. Unless specifically authorized by us in writing, you may not use the Gateway Services to request credit advances from your Loans or to otherwise transfer funds directly from your Loans. In addition, your ability to make certain transfers from certain types of Deposit Accounts may be limited by applicable federal law. The balance displayed by the 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 Deposit Account Statement, as well as previous Deposit Account Statements available for the time period provided online. Such electronic Deposit Account Statements are copies of paper statements separately delivered to you. Customer agrees that Bank may provide electronic Deposit Account Statements in lieu of paper Deposit Account Statements upon notice to Customer. Customer agrees that such electronic Deposit Account Statements shall constitute a sufficient account statement, as provided in Uniform Commercial Code 4406, as amended. Reports are current as of the day specified online. Funds transfers from your Deposit Accounts will be made available in accordance with Bank's policy (see Bank's Funds Availability Disclosure). If there are insufficient funds in a Deposit Account from which you are requesting a funds transfer to another of your Deposit Accounts or Loans, the transfer will not be performed. The Bank will not be liable for any damages of any nature whatsoever resulting from any transfers not performed due to insufficient funds in your Deposit Account.

5. **Bill Payment Service.** You may use the Gateway Services to order single or recurring bill payments through the Gateway Services 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 a "Payee", as provided onscreen. The Bill Payment Service is provided to you by a separate service provider and is governed by and subject to the Bill Payment Services Addendum and any other Terms and Conditions to which you separately agree upon enrollment which are incorporated herein by reference (collectively the "Bill Payment Terms and Conditions"). You agree to comply with the Bill Payment Terms and Conditions regarding bill payments through the Gateway Services; 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 service provider and not against Bank. You agree that our sole responsibility in connection with the Bill Payment Service is the reasonably diligent selection of the service provider.
6. **Stop Payments.** You may use the Gateway Services to stop payment on any check drawn on your Deposit Accounts. 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, which 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 which we have paid in cash or which we have certified. To be effective, your stop payment order must precisely identify the number, date and amount of the check, and the payee thereof.
7. **Imaging Services.** You may access certain images made available through the Gateway Imaging Service (herein so called), the terms of which are governed by this Gateway Addendum. You may research, view and print images of items that have cleared your designated Deposit Accounts. The Gateway Imaging Services are provided to Customer to facilitate your own Deposit Account research capability. Customer hereby acknowledges that the Gateway Imaging Services are provided by Bank's vendor and Bank makes no representation or warranty whatsoever with respect to the Gateway Imaging Services and shall not be liable for damages of any sort with respect to the Gateway Imaging Services.
8. **Statements.** All of your payments and funds transfers made through the Gateway Services will be described in your periodic Deposit Account Statements. The transaction type, payee name, transaction amount, and date of each debit to your Deposit Account will be reflected for each transaction initiated through the Services in the periodic statement for the applicable Deposit Account. You agree that no other notice is required with respect to transactions made through the Gateway Services.
9. **Availability of Gateway Services.** Access to the Gateway Services is available 24 hours a day, seven days a week, except during maintenance periods and during periods when access to the 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 Gateway Addendum 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 the Gateway Services at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may impede access to the Gateway Services for a prolonged period of time. Synovus Treasury Management Services.