

This Digital Banking Agreement (this “Agreement”) contains the terms and conditions that apply to your use of the online and mobile banking services provided by First Horizon Bank that allow you to perform a number of banking functions through the use of a personal computer or a mobile device. By accepting this Agreement and use of any Services hereunder, you represent and warrant to us that your acceptance and performance of this Agreement, and the execution of any Service transactions and activity by you or on your behalf, have been duly authorized by all necessary organizational actions of Client. Your acceptance of this Agreement and any and all Service transaction and activity by you are on behalf and authorized by Client. Each time you use any Service described in this Agreement, or allow any other person to use any Service, you, as an authorized representative of Client, confirm your acceptance of the terms of this Agreement, including, but not limited to, the terms of the applicable Service.

## I. GENERAL TERMS AND CONDITIONS

- 1. Scope of Agreement.** This Agreement sets forth your and our rights and responsibilities with respect to the Services and supplements, but does not replace, any other agreement you may have entered into with respect to any deposit account or other bank product, including, but not limited to, the Account Agreement, Treasury Management Master Agreement or any other terms and conditions that are presented to you related to a particular Service or Account. If any terms or provisions of this Agreement conflict with those of another agreement between you and us, or such other agreement contains terms or provisions not addressed herein, such other agreement shall control and take precedence, unless specifically stated otherwise provided in this Agreement.
- 2. Definitions.** In this Agreement, the following terms have the following meanings:
  - “Account” means any deposit, loan, credit, or other account maintained by Client with us, which may be used or affected in connection with your use of the any Service.
  - “Account Agreement” means any and all agreements, disclosures or other documents between us and Client that govern each Account and that were provided to you when you opened such Account, each as may be amended.
  - “Authorized User” means any person that has been authorized to use any Service or to access any Account, or reasonably believed by us to have been authorized to use any Service or to access any Account, including, without limitation, any person or entity knowing or in possession of a Security Credential or Security Procedure without regard to whether such person or entity gained access to or possession of the Security Credential or Security Procedure from you. Any Authorized User shall continue to be an Authorized User unless and until you notify us, as set forth herein, that such person or entity is no longer an Authorized User and until we have had a reasonable opportunity to act upon such notice.
  - “Business Day” means any day Monday through Friday and excludes weekends and bank holidays.
  - “Client” means the business entity who has entered into the Treasury Management Master Agreement with First Horizon Bank to receive certain treasury management services and who has authorized you to have access to the Services described herein.
  - “Mobile device” includes a cell or mobile phone, tablet computer, or personal electronic device satisfying hardware and software requirements as specified by us from time to time.
  - “Security Administrator” refers to the authorized signer of the primary business account to whom we send the initial security code with authority to administer use of the digital banking Service.
  - “Security Credentials” means, without limitation, any security code, password, personal identification number, user identification technology, token, certificate, or other means, or method of authentication, identification or verification used in connection with a Security Procedure applicable to any Service.
  - “Security Procedure” means any process or procedure established between you and us for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service are yours, and/or for the purpose of authenticating you or your Authorized Users in connection with your use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services.
  - “Service(s)” refers to collectively any or all of the digital banking services described in this Agreement.
  - “We,” “us” and “our” means First Horizon Bank.
  - “You,” “your” and “user” means you, as an authorized representative of Client, or any Authorized User, who accesses or uses any Service.

Other terms may be defined elsewhere within this Agreement.

---

### 3. Digital Banking Access.

- 3.1. Digital Banking Services. In order to use the digital banking Services, you must have access to a computer, which includes a mobile device, and the internet. You are responsible for obtaining, installing, maintaining and operating all computer and mobile device hardware, network and software necessary to access and use the Services. We do not guarantee the compatibility of the Services with all computer systems, devices, internet browsers, hardware and/or software, and you are responsible for ensuring that your computer meets the applicable standards for use of the Services as established by us.

You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. You are additionally responsible for (i) obtaining Internet services via the Internet service provider of your choice, (ii) obtaining cellular or mobile services via the cellular or mobile service provider of your choice; and (iii) any and all fees imposed by such Internet service provider and/or cellular or mobile service provider. We are not responsible for any Internet or cellular/mobile access services.

- 3.2. Mobile Banking. To access the Services through a Mobile device, you must download the required mobile banking application (the "Mobile App") to your Mobile device. We may make fingerprint or other biometric identification available as Security Credentials for the Mobile Banking App. If you enable such biometric identification as a Security Credential, you acknowledge and agree that anyone whose fingerprint or other identify information is saved on your Mobile device will be able to log in to your Mobile App and access your Account(s). If anyone has their fingerprint or biometric information saved on your Mobile device and you do not want that person to have access and use the Mobile App, then you should not enable fingerprint or biometric identification. We neither control, store nor have access to the fingerprint or biometric profiles saved on your Mobile device.
- 3.3. Service Availability. The online and mobile banking services provided herein are generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required, we may modify, suspend or terminate access to specific Services at any time and for any reason without prior notice, in order to protect the system or your Account. We will give you notice in other situations if required by law.

We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems, software or hardware that you use to initiate or process transactions through the Services. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately.

### 4. Security Procedures.

- 4.1. Security Credentials. We require you to use Security Credentials to gain access to the Services, and you will not be allowed to access the Services without correctly entering your Security Credentials. We may provide you a security code for your initial use of the Services or for any reset of your settings and you will be required to select or create personalized Security Credentials thereafter. From time to time, we may require you to select or create different Security Credentials and may change the types of security techniques used to access for all or any of the Services.

You agree and acknowledge that use of the Security Credentials and any other Security Procedures are used to authenticate your identity and verify the instructions you provide to us, and are not used to detect errors in the instructions, transmission or content of communications. You bear sole responsibility for detecting and preventing any such errors. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures herein, that such instruction is incorrect or that the Security Procedures or your Security Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for us to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your Account, and you agree and intend that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as your written signature to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether you actually authorized the transaction or not, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law.

- 4.2. Protecting Your Security Credentials. You are responsible for maintaining the security of your computer and Mobile device and the confidentiality of your Account information and Security Credentials, and you agree to prevent unauthorized use of the Services. You agree not to give your Security Credentials or make it available to another person who is not authorized to access your Account. If you allow any person access to your Security Credentials or to use the Services, you will have authorized that person to use the Service and you agree that you will be bound by any transactions or acts initiated under the Service. You should change your Security Credentials password frequently and avoid using the same password for this Service as for

---

other online services. If you believe that any of your Security Credentials have been lost or stolen or compromised or that any transaction involving any of your Accounts may have been made without your authorization, you should contact us immediately.

- 4.3. **Commercially Reasonable Procedures.** You acknowledge and agree that the applicable Security Procedures, including without limitation any Security Credentials used in connection therewith, constitute commercially reasonable security procedures. We reserve the right to modify, amend, supplement, or cancel any Security Procedures, at any time and from time to time in our discretion. We will try to give you reasonable notice of any change in Security Procedures, but we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your use of any changed Security Procedures shall constitute your agreement to the change and your agreement that the Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.
- 4.4. **Breach of Security Process.** In the event of the breach of any applicable Security Procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by you, your agents, law enforcement agencies, or any other third party. Any failure on your part to assist us shall be deemed an admission by you that the breach of the Security Procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedures from you and not from a source controlled by us.
5. **Restrictions on Use.** You agree not to use the Services or any content related to the Services through the Services 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; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service 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 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 Services; (ix) interfere with or disrupt the use of any Service by any other user; or (x) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others. We reserve the right, in our sole and absolute discretion, to delay and/or refuse to process any item, transaction or instruction with respect to any Service that we believe does not comply with the restrictions above or otherwise comply with the terms of and conditions of this Agreement, the Treasury Management Master Agreement or other agreement with us.
6. **Service Fees.** We may establish fees, or modify fee amounts, applicable to use of the Services. New or revised fees for a Service will be communicated prior to the effective date of such new or revised fee, as required by applicable law. Your continued use of the applicable Service after the effective date constitutes your consent with such new or revised fee. If you do not agree to such new or revised fee, you must cancel and cease your use of the Service prior to the effective date. Current fees applicable to the Services will be set forth in our fee schedule.
7. **Ownership of Content & License.** You acknowledge and agree that we and our service providers, as applicable, own or hold a license to the Services, the relevant content and other data and any software or other technology incorporated therein, and that the Services and content are protected under applicable intellectual property and other laws. You also acknowledge and agree that materials and works contained in the Services and the content are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You agree not to copy, reproduce, distribute or create derivative works from the Services, software or content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose any Service, in any manner contrary to the terms of this Agreement, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.
8. **Information Provided Through Services.** Any Account transaction or activity information that is provided to you through any Service will include a date and/or time as of when such information is current. The balance or recent activity provided to you through the Services may differ from your records because it may not include transactions in process, outstanding checks or other withdrawals, payments, charges or transactions. We may also provide information furnished by third parties, such as stock exchange information. We do not warrant the accuracy of such information, and you assume the risk if you rely on third-party information. You agree to respect the third-party provider's proprietary rights in such information and agree not to furnish the information to any other person or entity. We may change or delete access in the Services to any third-party information without notice.
9. **Other Agreements.** You agree that, while using the Services, you will remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your internet and/or mobile service provider, and that this Agreement does not amend or supersede any of those agreements. Therefore, you agree to be solely responsible for all

---

such fees, limitations and restrictions in the other agreements. You also agree that your internet/mobile service provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your internet/mobile service provider without involving us.

## II. DIGITAL BANKING SERVICE TERMS AND CONDITIONS

Dependent of the authorizations and elections provided by Client, you may have access all of the digital banking services described herein. We may also offer additional or different Services in the future, all of which will be governed by the Agreement.

- Treasury Management Services.** You will have access to and may perform certain Treasury Management services in which Client has enrolled and you have been granted access to by Client's Security Administrator. The terms of any Service Terms in the Treasury Management Services Agreement governing a specific Service shall be hereby incorporated into the terms of this Agreement and constitute part of these terms. In the event of a conflict between the Treasury Management Services Agreement and those of this Agreement, the terms of this Agreement shall govern and control with respect to your access to the applicable Service. Treasury Management Services that are accessible through our TreasuryConnect<sup>SM</sup> Service and BusinessConnect<sup>SM</sup> Service include: (i) ACH; (ii) ACH Positive Pay; (iii) Lockbox Services; (iv) Check Positive Pay; (v) Purchasing Credit Card; (v) Remote Deposit Capture; (vi) Wire Transfer; (vii) File Transmission; (viii) Invoice-to-Pay Service; (ix) Reverse Positive Pay; and (x) Business Bill Pay. We may provide access to additional services and functionality subject to the applicable Service Terms in the Treasury Management Services Agreement or other service agreements between Client and us.
- Information Reporting.** You may use the Service to view the account balance and recent activity in your designated Account(s). This account information may not reflect transactions that have not yet been completed or settled, and it is not the official record for any Account. Because the balance of some Accounts is subject to change at any time, the Account information may become quickly outdated.
- Check Images.** You may view images of the checks and deposit slips for designated Account(s).
- Alerts.** Certain Services may have the capability to send you informational alerts. Such Services may from time to time provide automatic alerts and voluntary alerts. Voluntary alerts may be turned on and deactivated by you. You may designate an email address or a number of your Mobile device that accepts text messages. If the email address or telephone number that you use for alerts changes, you are responsible for informing us of that change. Some alerts may include information about your Account. Because the balance of Accounts is subject to change at any time, the information provided in any alert may become quickly outdated. You should be aware that anyone with access to your email or your mobile phone number will be able to view the content of these alerts. You agree that we will not be liable for (i) any delays, failure to deliver, or misdirected delivery of any alert, (ii) any errors in the content of an alert, or (iii) any actions taken or not taken by you or any third party in reliance on an alert. All alerts are provided as a courtesy to you and for informational purposes only.
- Stop Payment Requests.** You may use this stop payment application to request a stop any payment on a check drawn on any of your Accounts. You should submit any stop payment request as soon as possible. If the payment or transaction that you wish to stop was scheduled through an online Service, please refer to specific Service terms in this Agreement for additional information. The charge for each stop payment request submitted will be the fee provided in the fee schedule associated with the Account Agreement. This fee will be charged regardless of whether we are able to stop the payment. In addition to the terms provided in this Agreement, stop payment requests are governed by the applicable terms and conditions in the Account Agreement.
- Internal Transfers between Online Accounts.** You may use the Service to make one-time or recurring transfers of funds between your Accounts held by us. You agree to follow the applicable Service instructions we provide in order to schedule and initiate fund transfers. Transfers to and from Accounts will be reflected immediately in the available balance for each Account, but may not be reflected immediately in the posted balance for those accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of funds transfers. Instructions for loan payments and transfers received by 7:00 p.m. CST on a business day, and other instructions to transfer funds received by 8:00 p.m. CST on a business day will be credited/debited to your designated Accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time may be credit/debited on the next business day. It is your responsibility to schedule each funds transfer far enough in advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and the posting of the transaction. Requests for immediate internal transfers of funds cannot be canceled. Future dated transfers may be canceled or changed through the Service at any time prior to the transmit date. Your ability to transfer funds from certain accounts may be restricted or limited by either federal law or the terms of the Account Agreement. In addition, we reserve the right to limit the frequency and dollar amount of transactions from your Account(s). If you request a transfer that exceeds the funds available in the Account from which a transfer is being made, we will not be required to honor the request; however, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the Account, that Account will be subject to our current fee for processing items drawn against non-sufficient funds.

---

## 7. eStatement Service.

- 7.1. Description. The eStatement Service allows you to receive periodic statements and notices for your Account(s) by electronic delivery in lieu of paper copies received through the U.S. mail. Such electronic statements, disclosures and notices are collectively referred to herein as “eStatements.”
- 7.2. Authorization of eStatements. Upon your acceptance of this Agreement and enrollment in the Services, you will automatically activate the eStatement Service for all eligible Accounts. you may at any time de-activate the eStatement Service for any Account. eStatements will replace your mailed paper statement(s) with an electronic document that you can view, save to your computer, or print at your convenience. Any legal disclosures or notices that normally accompany your mailed statement will also be delivered to you electronically. With the eStatement Service you are opting out from receiving your paper statements or notices by U.S. mail; however, you have the option to receive a paper statement or notice at any time by request, subject to additional fees.
- 7.3. Viewing Your eStatements. Your eStatements will be available to you within 24-72 hours after your scheduled statement/notice date. Your eStatements are available for viewing by logging on to the Service. You must also run the latest version of Adobe Acrobat Reader® to open and view your eStatements.
- 7.4. Up to Date Email Address. If you change your email address and have not updated it with us, you agree that your failure to provide us with a good email address is lack of ordinary care on your part. If we become aware that you are not receiving your eStatements and our attempts to contact you have failed, we will send your statements to you via U.S. mail to your last address known to us. Fees may be imposed for the mailing of your paper statements in accordance with the Account Agreement fee schedule.
- 7.5. Review of Your eStatements. You must promptly access and review your eStatements upon receipt and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. You acknowledge that under the Account Agreement it is your responsibility to review your periodic Account statements and that you have certain time limits to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to us. You agree that the time limit to report these matters to us will commence on the day your eStatement is emailed by us, or if sooner, when your eStatement is made available for your review via the Service. If you do not receive your eStatement by the date you normally would expect to receive it, please notify us promptly.
- 7.6. Your Representations and Warranties. In using the eStatement Service, you represent and warrant: (i) that you are a Digital Banking customer and that your computer meets all specified requirements; (ii) that you have access to the internet, and that you are able to send email and receive email with hyperlinks to websites; (iii) that you authorize the bank to replace your periodic paper statements with periodic eStatements; (iv) that you are consenting on behalf of all other co-owners and/or authorized signers to enroll the Account(s) you have selected in the eStatement Service, as applicable, and that you are authorized to consent on their behalf; and (v) for business entities, that you are the principal owner/owners of the business that is the owner of the Account that is being enrolled for the eStatement Service.
- 7.7. Past Statements. Once enrolled, account statements may be accessed electronically for approximately 18 months following its initial posting. Electronic notices will be available for 6 months after its initial posting.
- 7.8. Cancellation of Service. There is no fee for cancellation of the eStatement Service. When you cancel the Service, you will automatically begin receiving paper statements in the mail with your next account statement cycle. Fees may be imposed for the mailing of your paper statements in accordance with the Account Agreement fee schedule. If you close your Account(s) or cancel the Service, you will no longer be able to view your account statements online. Before canceling the eStatement Service or closing your Account, print or electronically save copies of your eStatements for your records. Canceling the eStatement Service will have no effect on your consent to receive other notices, disclosures and communications regarding any other Services electronically.

## 8. Mobile Banking Service.

- 8.1. Description of Services. Mobile Banking is a personal financial information management service that allows access your account information, make payments or transfers to payees and make other such payments or transfers as are described on our website using compatible and supported mobile phones and/or other compatible and supported wireless devices (“Wireless Devices”). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.
- 8.2. Use of Services. In order to properly use Mobile Banking services, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Wireless Device, as well as any Software that might be used (defined



---

below). We may modify the Mobile Banking service from time to time in our sole discretion. In the event of such changes or modifications, you are responsible for making sure that you understand how to use Mobile Banking as so modified. We will not be responsible for any losses caused by your failure to properly use the services of your Wireless Device.

- 8.3. Software Licensing. Subject to your compliance with this section of the Agreement you are, if applicable, hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license (“License”) to download, install and use Mobile Banking software (“Software”) on your Wireless Device. This License shall be deemed revoked immediately upon your or our cancellation of the Service and/or Mobile Banking services or upon your no longer being authorized by a subscriber to use any Service with respect to the subscriber’s accounts. You agree that, upon such revocation, you will promptly delete the Software from your Wireless Device.
- 8.4. Relationship to Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.), and that this section of the Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions that might affect your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, which may include downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.
- 8.5. Your Obligations. By using Business Mobile Banking and/or installing the Software, you represent and agree as follows:
- i. Account Ownership. You represent that you are the legal owner or an Authorized User of the legal owner of the account(s) and other financial information that may be accessed by Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Wireless Device you will use to access Mobile Banking, and that you are authorized to download and install the Software on your Wireless Device.
  - ii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Business Mobile Banking to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
  - iii. No Commercial Use or Re-Sale. You agree that the services described in this section of the Agreement are only for business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
  - iv. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys’ fees) caused by or arising from your use of Mobile Banking or the Software, your violation of this section of the Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- 8.6. Business Mobile Banking Limitations.
- i. Neither we nor any of our service providers warrants that the Mobile Banking services or the Software will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.
  - ii. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network that you utilize to access Mobile Banking.

iii. THE SERVICES AND SOFTWARE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

iv. You agree to exercise caution when utilizing Mobile Banking on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

v. Neither we nor our service providers are liable for failures to perform our obligations under this section of the Agreement resulting from fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our reasonable control.

- 8.7. **Cancellation.** You may cancel your participation in Mobile Banking at any time by contacting TM Technical Support. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including, but not limited to, your non-use of the service. You agree that we will not be liable to you or any third party for any change or cancellation of Mobile Banking.
- 8.8. **Third-Party Beneficiary.** You agree that our service providers (including any provider of Software) may rely upon your agreements and representations in this Agreement, and such service providers are, for the purposes of these sections, intended third-party beneficiaries to this Agreement, with the power to enforce these provisions against you, as applicable.
- 8.9. **Charges for Business Mobile Banking.** There are currently no charges for Mobile Banking. Should there be charges for this service in the future, you will be given appropriate notice.

### III. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY AND INDEMNIFICATION

- DISCLAIMER OF WARRANTIES.** WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, OR ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You further acknowledge and agree that no advice, statement, or information, whether oral or written, obtained by you from us, or through or from your use of any Service shall create any warranty, representation, promise, or agreement on the part of us not expressly stated in this Agreement.
- Limitation of Liability.** Our duties and responsibilities are limited to those described in this Agreement, the Account Agreement and any other agreements related to a Service. We will exercise ordinary care and perform each Service in accordance with reasonable commercial standards applicable to our business, and in compliance with all applicable laws, regulations and this Agreement. To the fullest extent permitted by law, and except as otherwise expressly provided herein (and only to the extent so provided), our liability in connection with the Services will be limited to actual damages sustained by you and only to the extent such damages are a direct result of our gross negligence, willful misconduct or bad faith. In no event shall we be liable to you for any incidental, special, indirect, punitive, exemplary, or consequential damages, including, without limitation, lost profits, loss of use, loss of data or attorneys' fees, in connection with the Services, regardless of whether we were advised, had reason to know, or in fact knew of the possibility thereof. These limitations will apply to all causes of action, whether arising from breach in contract, tort, strict liability, or otherwise.
- Indemnification.** Except for those losses caused directly by our gross negligence or intentional acts, you agree to indemnify, defend, and hold us harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses, including, without limitation, reasonable attorneys' fees, arising from or related to the performance by us of our obligations providing the Services. The provisions of this section will survive the termination of this Agreement.
- Force Majeure.** We shall not be responsible for any non-performance or delay in performance of any of our obligations or responsibilities hereunder nor shall we be liable to you for any losses, costs, expenses, liabilities, claims or damages whatsoever, if such delay or non-performance was caused by us complying with any applicable law, rule, maintenance events on our systems or the Services, or as a result of an Act of God, war, pandemic, epidemic, strike, lockout, riot, equipment or computer failure or malfunction, electrical power disruption or shortage, or communication, telephone or internet failure or malfunction, adverse weather conditions or any other reason outside our reasonable control.

### IV. NOTICES AND COMMUNICATIONS

- Electronic Communications.** You agree that we may send any information, disclosures and/or notices (including, but not limited to, change in terms notices) relating to the Services to you in electronic form by electronic mail. Subject to the requirements of applicable law, your agreement to receive communications electronically applies, without limitation, to any and all disclosures and information that we are required by applicable law to provide in writing. You agree that we may electronically post communications

---

or make other information available in the applicable Service application or on our website. We reserve the right to provide you with paper copies of any such notice in lieu of or in addition to electronic versions at any time in our discretion. You agree that we may mail paper versions of notices to your mailing address that appears in our records or otherwise provide notices to you pursuant to any other method to which you have agreed.

2. **Customer Service.** In case of questions regarding this Agreement, the Services or with any transactions, you should contact TM Technical Support as soon as possible by one of the following methods:

By Telephone: 800-778-5915

You may also contact us electronically regarding inquiries, maintenance and/or some problem resolution issues through electronic mail at [TMTechnicalSupport@firsthorizon.com](mailto:TMTechnicalSupport@firsthorizon.com). However, because email may not be a secure method of communication, we recommend that you not send confidential personal or financial information by email and contact us through other means.

3. **Changes in Address and other Information.** It is solely your responsibility to ensure that the contact information you have provided to us in connection with your use of the Services is current and accurate, and you are responsible for updating your contact information if it changes. This includes, but is not limited to, name, address, phone numbers and email addresses. You may make changes to your contact information through the Services. We shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.
4. **Consent to Telephone Service Communications.** By providing us your telephone number, you agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services. You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers.

## V. ADDITIONAL TERMS AND CONDITIONS

1. **Modification of Services or the Agreement.** We reserve the right to modify, change, add or amend the terms of this Agreement and/or the fees, charges, features and other terms and conditions applicable to the Services at any time. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. In the event any such change or amendment to this Agreement or to any Service that requires prior notice to you, we may notify you via email at the email address you have provided to us. If we provide you with a change of terms notice, you agree that a summary or general description of the changes is sufficient notice. You will be prompted to accept or reject any material change to this Agreement the next time you use the Services after we have made the change. You may reject changes by cancelling and ceasing use of the Service. By using any Service after it has been added, modified or changed, you agree to be bound by this Agreement, as amended, and all terms and conditions applicable thereto. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Services.
2. **Termination/Suspension of Services.**
  - 2.1. **Our Right to Terminate.** We may cancel, terminate, or suspend the Agreement or any or all of the Services (including, without limitation, any and/or all pending or scheduled Service transactions) at any time in our sole discretion, without notice to you, except as required by applicable law. To the fullest extent permitted by law, you agree that we shall have no liability to you or to any third party in the event we cancel, terminate, or suspend any Service (or any Service transaction), or in the event we exercise any of our other rights or remedies under, relating to, or arising out of this Agreement. Additionally, we reserve the right to deactivate any and all Services that have been “inactive” for a period of 90 days and terminate the Service if “inactive” for a period of one year. Termination, modification or suspension of this Agreement or any Service will not affect the rights and responsibilities of the parties under this Agreement for transactions (and any related fees) initiated before Services are terminated. If we terminate your access to these Services, you cannot reopen them unless you contact Customer Service as provided in Section VII.
  - 2.2. **Your Right to Terminate.** You may terminate your use of any Service at any time by electronically contacting us through our secured messaging service in the Services and advising us of your intent to cancel. We reserve a reasonable amount of time to act upon your request to terminate a Service, which in no event shall be less than ten (10) Business Days. We may require that you put your request in writing. If you have scheduled transactions to occur within the ten (10)-day notification period and do not want them to occur, you also must separately cancel those transactions. You will be responsible for all transactions (and any fees related to such) occurring prior to our completing the termination of the designated Service(s).
3. **Governing Law.** This Agreement shall be construed in accordance with and governed by federal law and in accordance with the laws of Tennessee, without regard to conflict of law principles.



- 
4. **Jurisdiction and Venue; Waiver of Jury Trial.** Any suit, action or proceeding based on any matter arising out of or in connection with, this Agreement or any transaction contemplated hereby may be brought in any federal or state court located in the County and State in which the applicable Account resides, and each of the parties hereby consents to the jurisdiction of such courts. To the fullest extent it may legally and effectively do so, each party hereby waives the right to a jury trial in any action or legal proceeding between the parties arising out of or relating to this Agreement or any Services.
  5. **Links.** The Services may contain links to third-party websites or resources. We have no control over such sites and resources, and you acknowledge and agree that we bear no responsibility for the availability of such external sites or resources. Your use of such third-party websites is subject to the terms of use and privacy policy, if any, governing use of such websites. **IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF ANY HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** You are not permitted to frame our website or to deep link to any portion of our website for any reason.
  6. **Electronic Records.** To the extent that any Service provides for the use and delivery of electronic records, you consent to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. You agree that you will not alter any electronic information, data, or records furnished by us, and you agree that our record of any such information, data, or records is the best evidence of the information set forth therein. We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.
  7. **Data Recording.** You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice. You also acknowledge and agree that when you use the Services, the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us shall be and remain our property, and we shall have no obligation to provide any such data to you, subject to the requirements of applicable law. If you request us to provide any such data, and if we agree, you agree to pay our fees and charges for making the data available to you. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services.
  8. **Interpretation.** The parties agree that the parties have carefully reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.
  9. **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, including, but not limited to, any transactions with respect to the applicable Services, it being the intention of the parties that the Agreement be given its broadest possible effect. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.
  10. **Entire Agreement; Waiver; Assignment.** This Agreement is the entire agreement and a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent negotiations, proposals, and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No provision hereof shall be deemed waived, amended or modified except in a written addendum signed by an authorized representative of each party. A waiver by either party of any term, right, or condition of this Agreement, or any breach thereof, in any one instance, shall not waive such term, right, or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any rights or obligations herein.
  11. **Internet Gambling; Illegal Transactions.** We may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use the Access Service or any of your bank accounts related thereto for any illegal activity. You agree that use of the Access service or any of your bank accounts for illegal activity will be deemed an action of default and/or breach of contract and, in such event, the Access Service and/or any of your bank accounts may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use.