



# Digital One Business Electronic Banking Agreement

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## About this Agreement

- **Section A** of the Digital One Business Electronic Banking Agreement is a legal agreement between you and Surrey Bank & Trust regarding your use of our electronic banking services including Digital One Business, Bill Pay, ACH<sup>1</sup>, Positive Pay<sup>1</sup>, Wire Transfers<sup>1</sup>, and Mobile Banking<sup>2</sup> and Mobile Deposit<sup>2</sup> services offered by Surrey Bank & Trust.
- Mobile Banking and Mobile Deposit services are provided to you by Surrey Bank & Trust and powered by a Third Party "the Licensor" mobile technology solution. **Section B** of the Agreement is a legal agreement between you and the Licensor. Your use of the Mobile Banking and Mobile Deposit Services also requires your agreement to and compliance with an End User License Agreement required by the Mobile Banking and Mobile Deposit software provider and included at the end of this Agreement. Any breach of these terms constitutes a breach under this Agreement.

## Definitions

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at Surrey Bank & Trust ("Institution", "we", "us" and "our") via our Digital One Business site ("Cash Management"). As used in this Agreement, the terms "you" and "your" refer to each person signing a Digital One Business Application and all Authorized Users you designate to access the system on the company's behalf. "Banking Day" is generally Monday through Friday, excluding federal holidays.

## Benefits of Digital One Business

Through Digital One Business, you can manage eligible accounts from your home or office on a personal computer. Currently, our service allows you to perform the following activities:

- Obtain balances and transaction histories on all eligible accounts enrolled in Digital One Business;
- Obtain statement information and print copies of imaged checks;
- Transfer funds between eligible accounts;
- Make payments on eligible Surrey Bank & Trust loans;
- View posted check images and deposited item images;
- Pay bills to any merchant or financial institution with a U.S. address with optional Bill Pay service;
- Originate ACH transactions to pay employees, vendors or collect receivables (Optional ACH Service<sup>1</sup> required, subject to approval);
- Initiate Wire Transfers (Optional Wire Transfer Service<sup>1</sup> required, subject to approval);

- Access account information, pay bills, approve transactions, and make deposits from a mobile phone (subject to bank approval).<sup>2</sup>;
- Import account payables from an eligible account to Positive Pay<sup>1</sup> to match paid items to posting items (Optional Positive Pay service required, subject to approval);
- Order checks online;
- Set up email notifications and/or alerts;
- Send secure emails to Surrey Bank & Trust.

From time to time, we may offer and introduce new Digital One Business services. By using these services when they become available, you agree to be bound by the rules, concerning these services.

### **Digital One Business Access**

To use Digital One Business, you must have:

1. At least one deposit or loan account at the Bank;
2. Access to Internet and/or a data plan with your mobile phone provider;
3. A valid, active email address; and
4. At least one valid telephone number.<sup>2</sup>

You may access Digital One Business services using the browser on your computer, tablet, or cell phone. Company users approved for Mobile Banking may access the system by using the Surrey Bank Mobile Business app on a tablet or cell phone.

Business customers must submit a Company Profile and a user profile for the Primary User, who must be an authorized signer on the company's account(s). The Primary User may then establish access for any additional employee(s) authorized to access account information and/or make transactions on the company's behalf.

### **Equipment and System Requirements**

We recommend that you always use the most current version of your preferred browser and operating system when using Digital One Business. Generally, versions that are two releases or older than the current release are not supported. The minimum browser requirements are listed below. We also recommend that your browser be at least 128-bit encryption enabled to provide the most secure electronic banking experience.

Digital One Business contains encryption security and password-controlled access compatible with the operating systems (OS) and browsers listed below. Although you may be able to access the service with a non-supported OS or browser, doing so may cause some features to function improperly.

<b>Recommended Operating Systems and Browsers</b>					
<b>Browser</b>	<b>Android OS</b>	<b>Apple iOS</b>	<b>Mac OS</b>	<b>Windows 8</b>	<b>Windows 10</b>
<a href="#"><u>Apple Inc. Safari®</u></a>		X	x		
<a href="#"><u>Google Chrome™</u></a>	X		x	x	x
<a href="#"><u>Microsoft Edge®</u></a>					x
<a href="#"><u>Microsoft Internet Explorer®</u></a>				x	x
<a href="#"><u>Mozilla Firefox®</u></a>				x	x

You agree to maintain security controls, including but not limited to maintaining current virus protection software, an adequate firewall (network or host based) to protect the device(s) that will be used to perform electronic banking transactions, and web filtering software to prevent users from accessing malicious sites.

Surrey Bank & Trust is not responsible for any virus or malware that you may encounter using Digital One Business. We encourage you to routinely scan your computer using a reliable virus protection product to detect and remove viruses.

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider, by an Internet access provider, by an online service provider, or by an agent or subcontractor or any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to, use of, or failure to obtain access to Digital One Business.

**Accessing the Service**

After your Digital One Business application has been approved, you will be assigned a temporary password that you may use to access the system. You will be notified of your password by email or phone call when your company access has been established.

The first time you access the system, and periodically thereafter, you will be asked for a security code. Follow the prompts on the screen to request a phone call or text message to a telephone number linked to your account. You must enter the security code before continuing. You will then be asked to change your password. Passwords must be at least eight (8) characters in length and contain both letters and numbers.

You are required to enter your company number, User ID, and password each time you access Digital One Business.

## **Security & Protecting Your Account**

We are strongly committed to protecting the security and confidentiality of your account information. We use several techniques to help secure Digital One Business, including the following:

- Surrey Bank & Trust will only create access for authorized signers on the account(s). Authorized signers may designate other administrators and users within the company.
- You can only access Digital One Business with certain browsers that have a high security standard.
- We require out-of-band authentication, using a phone call or text message for verification.
- Your account numbers are never displayed in full. (Only the last 4 digits can be viewed.)
- You must have a valid Company Number, User ID, and password to access the system.
- You are automatically logged out if no activity is detected for 20 minutes.
- Digital One Business account access is locked after 90 days of inactivity.
- Password changes are required every 90 days.

**None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your log-in credentials. If you are contacted by anyone requesting this information, please contact our Electronic Banking Department at (336) 783-3900 immediately.**

## **Password**

Your password will give you access to your accounts via Digital One Business. You authorize Surrey Bank & Trust to act on any instructions it receives using your password.

For your security, we recommend that you memorize your password and do not write it down. We also require that you change your password every 90 days to reduce the risk of misappropriation by a third party. You may change your password at any time by going to Administration>Self-Administration in the Digital One Business site.

Passwords must be at least eight (8) characters in length and must contain both capital and lower-case letters and numbers.

You are responsible for keeping your User ID, password, and account data confidential. When you give someone your password, you do so at your own risk; by sharing your User ID and password, you are authorizing that person to use Digital One Business to access your accounts, even if you attempt to limit that person's authority.

Surrey Bank & Trust has no responsibility for establishing the identity of any person using your password. **You are responsible for all transactions performed using your password, even if you did not intend or authorize them.** In addition, fraudulent transactions initiated using your password will be charged against your account(s).

You must notify Surrey Bank & Trust immediately if you suspect your password has been lost, stolen, or otherwise compromised.

### **Authorized Users**

Your company will have a Primary User, who must be an authorized signer on the account. The Primary User, in turn, may create other users and assign access rights to each user. For your security, we request that you establish a separate User ID and password for each person who will have access to your company accounts. As Primary User, you may create additional Administrators, who will be responsible for creating and maintaining company users. You may set specific entitlements for each user, such as “View Only” and specify the accounts each user may view.

**Your company administrator(s) is responsible for removing access for all Authorized Users who leave your company. Surrey Bank & Trust will not be responsible for any transactions made by that user if the Administrator has failed to remove access.**

### **User Authentication**

The first time you access Digital One Business and periodically thereafter, you will be asked to enter a security code. To obtain this code, select an accessible phone number from the list displayed on your screen and select whether you would prefer a text or a phone call. If you have chosen a text, enter the code that you receive via text into the appropriate field on your computer. If you have chosen a phone call, read or enter the code on your computer screen when prompted.

If you fail to see your telephone numbers on the list, please make sure you have entered your Company Number and/or User ID correctly. If re-entering this information doesn't solve the problem, please call our Electronic Banking Department at (336) 783-3900 for assistance.

Once you have logged into Digital One Business successfully, you may, subject to bank approval, log into the Surrey Bank Business Mobile<sup>2</sup> app using your Digital One Business Company Number, User ID and password.

You must also enter a security code the first time you log into Mobile Banking on your phone or tablet. We must have your correct mobile number in our files. You will receive a text after entering your User ID and password into the app.

### **SMS Mobile Banking Terms**

Your use of SMS (short message service) constitutes your agreement that we may send you text messages through your wireless provider.

We do not charge for SMS. However, you understand that you are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including, without limitation, for short message service.

You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. Please consult your Account Agreement for more information.

You agree to notify us immediately if you lose, cancel, or make any changes to your registered device. In case of unauthorized access to your device or SMS, you agree to cancel enrollment associated with the device immediately.

You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages or costs arising from your use of SMS or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of, any information sent through SMS; any errors in such information; any action you may or may not take in reliance on the information or SMS; or any disclosure of account information to third parties resulting from your use of SMS.

You have the right to cancel SMS at any time by texting the word "STOP" to 20736 from your registered mobile device. If you have questions, please contact our Electronic Banking Department at (336) 783-3900.

### **Responsibilities**

Surrey Bank & Trust cannot be responsible for customer errors or negligent use of Digital One Business, including, but not limited to, the following:

- Input error or misuse of the Service;
- Leaving a computer unattended during a Digital One Business session;
- Failure to report known incidents of unauthorized account access.

You are liable for all transactions that you and/or any person you have designated as an Authorized User makes or authorizes, even if that person exceeds his/her authority. You hereby release Surrey Bank & Trust from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account such person is one of the owners of the account. You agree to indemnify Surrey Bank & Trust and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

Neither Surrey Bank & Trust nor its suppliers will be liable for any transaction if:

- You do not have enough money in your account to complete a transaction;
- A legal order prohibits withdrawals from your account;
- Your account is closed or has been frozen;
- You, or anyone you have allowed to access your accounts, commits fraud or violates any law or regulation in connection with Digital One Business;
- Any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly;
- You did not provide us with complete and correct payment or transfer information;
- You did not properly follow the instructions for use of Digital One Business;
- You knew that Digital One Business was not operating properly at the time you initiated the transaction or payment;
- Circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

### **Processing Times**

- Any transfer, loan payment or loan advance initiated in Digital One Business prior to 5 p.m. (Eastern Time) on a business day (Monday through Friday, excluding federal holidays) is posted to your account the same day. All transactions completed after 5 p.m. (Eastern Time), or on a non-business day, will be posted the following banking day.
- Our Bill Pay service will process variable payments on the business day (Monday through Friday, except holidays) you designate, provided that the payment instructions are received prior to the Bill Pay Service cut-off time, which is currently 5 p.m. (Eastern Time). Variable bill payment requests received after the cut-off time or at any time on a non-business day will be processed on the next business day.
- Any Mobile Deposit submitted prior to 4 p.m. (Eastern Time) on a business day (Monday through Friday, excluding legal holidays) is posted to your account the same day. All deposits submitted after 4 p.m. (Eastern Time), or on a non-business day, will be posted the following banking day.
- Recurring transactions with processing dates on the 28<sup>th</sup> through the 31<sup>st</sup> of the month will be processed on the last business day of the month. Otherwise, recurring transactions will be processed on the dates you have designated. If that date falls on a non-business day, your transaction will be processed on the next business day. Surrey Bank & Trust reserves its right to change the cut-off time by giving you notice of such changes.

### **Stop Payments**

We may accept an order to stop payment on any item from you, so long as you make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable

opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date, amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, stop-payment orders are effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

Stop payment orders initiated in Digital One Business are considered signed electronically by the person logged into the system and are bound by the E-Signature Authorization Acknowledgement and Consent. You consent to the use of an electronic signature in any way connected to the stop payment transaction and agree that its electronic signature will be enforceable as and to the full extent of a handwritten signature(s), whether in court (state or federal), arbitration or otherwise. Consenting Party will not raise any defense or invoke regulatory or statutory claim attempting to invalidate the enforceability of the Documents to which the electronic signature is affixed.

A release of the stop-payment request may be made only by the person who initiated the stop-payment order. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Bill Pay payments may be edited or cancelled until the payment status shows as processing or processed. If you need to cancel a processed payment, please contact our Electronic Banking Department at (336) 783-3900 for assistance.

## **Bill Pay**

Surrey Bank & Trust makes optional Bill Pay service available to customers as a convenience. You do not need to use Bill Pay to have access to Digital One Business. When you use the Bill Pay service, you authorize us to debit your account and remit funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you.

## **Bill Pay Funding Accounts**

A Bill Pay funding account is a qualifying checking account from which you may make payments using our Bill Pay service. The company must be a named owner of the account and the Primary User must have a valid signature card in our records to qualify. Any account requiring more than one signature for withdrawal does not qualify. You will be asked to select Bill Pay funding accounts when you enroll for Digital One Business and/or authorize us to make other accounts available for online access.



## **Designating Payees**

You must designate the persons or entities that you want to pay, including name, address, and account number, if applicable. It is your responsibility to make sure the information you enter when setting up payees, including the payee's name and address, your account number with the payee, and other identifying information, is accurate. If the information you provide is incorrect, your payment may be returned or the payee may fail to credit it properly. If an address, account number or identifying information changes, or if you want to add or delete payees, it is your responsibility to change that information in Bill Pay, using the Edit Payee function.

Payments to individuals or entities outside the United States of America, Puerto Rico or the Virgin Islands are not permitted. All payments must be in U.S. dollars. Payments in foreign currencies are not permitted.

All payments to individuals are made by paper check. Payments and/or transfers between one Surrey Bank & Trust account and another Surrey Bank & Trust account (i.e. loan payments, advances from a line of credit, transfers between deposit accounts) should be made using Digital One Business or by contacting your branch for assistance.

## **Bill Pay Transactions**

Authorized company users with appropriate entitlements can instruct us to perform the following transactions:

- Make individual payments or authorize recurring payments from a Bill Pay funding account to payees you have designated in accordance with this Agreement.
- Subscribe to eBills.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow. We may introduce or offer new or additional services from time to time in connection with our Bill Pay Service. By using these new services after they become available, you agree to be bound by all the terms and conditions that apply to those services.

## **Limits on Bill Pay Transactions**

You must have sufficient funds in your account at the time you instruct us to make a payment. Our Bill Pay Service makes electronic payments based on the available balance in the Bill Pay funding account at the time your payment is processed. If a Bill Pay payment is made by check, you must have sufficient funds in the account at the time the check is presented for payment. If a payment will overdraw your account, you should use the Money Movement functions in Digital One Business or

contact your branch to advance sufficient funds from a line of credit or linked deposit account before scheduling the payment. This will prevent the cancellation or return of your payment.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Bill Pay Service. We also reserve the right to limit or suspend access to Bill Pay Service as we deem necessary.

### **Bill Pay Processing Times**

Due to circumstances beyond our control, some payees may take longer to post payments than others. Surrey Bank & Trust recommends sending your first payment to each payee at least eight (8) business days in advance of the due date. After your first payment has posted, you will have a better understanding of how much time to allow for each Payee. Typically, if the payment is sent by mail, you should allow at least five (5) business days for payees to receive your payments. This means that you should make the payment, or schedule it to be made, at least five (5) business days before the date the payment is due — not the late date and/or grace period date. If the payment is sent electronically, you should allow at least two (2) business days for payees to receive your payments. This means that you should make the payment, or schedule it to be made, at least two (2) business days before the date the payment is due — not the late date and/or grace period date. Please remember payees may not record a payment immediately after it is received. The earliest possible Payment Date and Deliver By Date for each Payee will be determined and presented by the Service when you schedule a payment. The Service will not permit a Payment Date or Deliver By Date earlier than the earliest possible dates presented.

### **eBills**

E-bills is a feature of the Bill Pay service that enables you to receive bills electronically from participating payees. Participating payees establish their own criteria for reviewing requests to receive e-bills and have sole discretion to accept or decline your request. The Bank does not participate in this decision. Participating payees generally take up to five Business Days to approve an e-bill set-up request. In some cases, we obtain the e-bill from the website of the payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third-party website to retrieve the account information on your behalf, and you appoint us as your agent for this limited purpose. We take no responsibility if a payee does not provide the necessary data to forward an e-bill in a timely manner. If you do not receive an e-bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your payee. All parties have the right to cancel the service at any time. We will notify you if the Bill Pay service or a payee discontinues an e-bill.

## **Use of the Mobile App**

Designated company users, with bank approval, may access account information using the Surrey Bank Business Mobile app to view balance information, transfer funds, approve transactions requiring dual control, make deposits and perform other functions as allowed under the Company's agreement with the bank and the individual user's Digital One Business entitlements.

## **Mobile Deposit**

By use of Mobile Deposit services, you and any authorized users, jointly and severally, agree to the terms of this Agreement, including the following terms and conditions:

**A. Eligible Accounts.** All accounts must be at least 90 days old and must have been overdrawn no more than 15 days in the last statement cycle. Customers must have an average minimum monthly balance of at least \$100 at the time a deposit is attempted.

**B. Eligible Checks and Items.** You agree to scan and deposit only "checks" as defined in Federal Reserve Regulation CC and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, may elect to include under the Service.

Scanned items meeting our requirements will be converted to substitute checks, as defined in the Check Clearing for the 21st Century Act ("Check 21") and Federal Reserve Regulation CC, to facilitate the deposit and collection of such items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- 1) Checks or items payable to any person or entity other than you or you and another person (endorsement must have both signatures);
- 2) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- 3) Checks or items containing alterations to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- 4) Checks or items previously converted to a substitute check, as defined in Regulation CC;
- 5) Checks or items drawn on a financial institution located outside the United States;
- 6) Checks or items that are remotely created checks, as defined in Regulation CC;
- 7) Checks that have previously been submitted through the Service; through a remote deposit capture service offered at any other financial institution; or by any other means;
- 8) Checks or items not payable in United States currency;
- 9) Checks or items dated more than 6 months prior to the date of deposit;

- 10) Checks or items on which a stop payment order has been issued;
- 11) Checks or items for which there are insufficient funds;
- 12) Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Account;
- 13) Checks with any endorsement on the back other than that specified in this Agreement;
- 14) Money Orders;
- 15) Traveler's Checks;
- 16) Insurance drafts; and
- 17) Credit card cash advance checks.

Nothing in this Agreement should be construed as requiring Surrey Bank & Trust to accept any check or item for deposit, even if we have accepted that type of check or item previously. Surrey Bank & Trust is not required to identify any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

**C. Endorsements and Procedures.** Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit only" or as otherwise instructed by Surrey Bank & Trust. Your endorsement should also include your signature.

You agree to supply any information in your possession that we may request regarding a check or item deposited or attempted to be deposited through the Service.

You agree to write "Mobile deposit on [date]" on the front of your check after you have received confirmation that your Mobile Deposit has been successfully transmitted.

You agree to retain the original items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify reconciliation and credit or to balance periodic statements, but in no case beyond thirty (30) days from the date processed. You agree to properly destroy and dispose of such original checks after such time.

During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via Mobile Deposit) and (ii) unauthorized use of information derived from the original checks.

You understand and agree that when you destroy the original checks deposited through Mobile Deposit, you use a high degree of care to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process (e.g., through the use of competent shredding equipment) and that, once destroyed, the original checks are no longer readable or capable of being reconstructed.

You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

**D. Transaction Limits.** Mobile deposit limits are determined at the sole discretion of Surrey Bank & Trust and are subject to change without notice. Currently these limits are no more than ten (10) Mobile Deposits totaling no more than \$25,000 per business day and no more than two hundred (200) Mobile Deposits totaling no more than \$1,000,000.00 per month.

If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit that exceeds these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**E. Funds Availability.** Deposits received after 4 p.m. Eastern will be processed on the next business day.

You agree that items transmitted using Mobile Deposit are subject to a two (2) business day (exclusive of weekends and federal holidays) hold at the time of deposit.

If it is necessary to extend the check hold longer than two (2) business days, we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit. In certain circumstances, we may make all or a portion of your funds available immediately.

You can review your available balance through Digital One Business to determine if a Mobile Deposit has been credited to your account.

All Mobile Deposits are subject to proof and verification. Acknowledgment of the receipt of a Mobile Deposit transmission does not constitute an acknowledgment by us that the deposit is correct or that the item will be accepted.

**F. Presentment Prohibitions.** You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any substitute check that has already been presented for deposit via Mobile Deposit, or (ii) any original check, the substitute check of which has already been presented for deposit via Mobile Deposit.

In the event that you or any third party, presents, or attempts to present, a deposit in violation of this subsection, you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check.

You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such

amount, any balance shall be debited by us from any other deposit accounts with us in our sole discretion.

You further acknowledge that you are solely responsible for the cost of processing and handling of any original items which are imaged and deposited utilizing Mobile Deposit and you assume all liability to the drawer of any item imaged using Mobile Deposit or liability arising from our printing of any substitute check from those images.

**G. Image Quality.** You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to us via Mobile Deposit must be legible. The image quality of the checks and items must comply with the standards established by any clearing house we use, agreement we have with respect to processing checks or items, or any higher standard set by us.

You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**H. Exception Items.** When we review and process your electronic check, we may reject any electronic image that we, in our sole discretion, determine to be ineligible for Mobile Deposit including, without limitation, items drawn on U.S. banks in foreign currency, electronic images that are illegible, electronic images of items previously processed or converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items.

You agree that you shall only deposit Exception Items to your accounts by depositing the original item on which the Exception Item is based.

You acknowledge and agree that even if we do not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. Our failure to identify an Exception Item shall not preclude or limit your obligation to us.

**I. Financial Data.** We agree to transmit to you all the financial data under our control required to utilize Mobile Deposit and to act on appropriate instructions received from you in connection with Mobile Deposit. We shall exercise due care in seeking both to preserve the confidentiality of your number, password, or other personal information and to prevent the use of Mobile Deposit by unauthorized persons. In this connection, it is understood and agreed that implementation of our normal procedures for maintaining the confidentiality of information relating to our customers shall constitute due care but shall not otherwise be under any liability of any kind for any loss incurred or damage suffered by you by reason of any misuse or unauthorized use of Mobile Deposit or disclosure of any confidential information of yours.

## **Fees and Charges**

There is no charge for the use of Digital One Business, Bill Pay, Mobile Banking and Mobile Deposit as described in this Agreement. However, Digital One Business customers who enroll in additional services, i.e., ACH, Wire Transfer, and Positive Pay, will be charged for those contracted services. Please refer to the separate Agreements for rules governing these services.

You are also responsible for all fees associated with your account(s) as described in our Schedule of Fees and Services. These may include, but are not limited to chargeback fees, non-sufficient funds fees, and excessive activity fees. You may also incur fees for services you request, including but not limited to check orders, research, check and statement reprints and stop payment orders, as outlined in our Schedule of Fees and Services.

Surrey Bank & Trust reserves the right to charge for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

You are solely responsible for any mobile phone or text messaging charges, internet access fees, and other expenses you incur by accessing your account through any Electronic Banking platform. Please check with your service provider(s) for information on their fees.

## **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using Digital One Business. You may not gain, or attempt to gain, access to any Digital One Business server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

## **Unauthorized Transactions**

You should notify us immediately if you believe anyone has improperly obtained your Digital One Business credentials or access device or if you suspect an unauthorized payment or transfer was made. Calling us at (336) 783-3900 is the best way to limit your potential risk. You could lose all the money in your Account, plus the maximum amount of any line of credit (such as a Cash Reserve) or a savings account linked to your Account for overdraft protection transfer purposes.

In case of errors, questions about transactions made using Digital One Business, or for additional information, please call (336) 783-3900.

## **Email**

You will find a secure messaging site within Digital One Business that allows you to send us emails regarding your account. Unencrypted e-mail is not secure. Because of this, you should not include

confidential information, such as account numbers and balances in emails not sent from the secure messaging site.

You cannot use email to initiate transactions. You may initiate account transactions using the appropriate functions within the Digital One Business system. You may also ask your branch to make the transaction on your behalf. Surrey Bank & Trust will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

### **Use of Data**

We and our service providers will use the information you provide for the purposes of providing Digital One Business and Business Mobile services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for service in a month).

If you use location-enabled services, we may collect and process information about your actual location, such as the IP address you use to log into Digital One Business or GPS signals sent by a mobile device. We may use location information we collect to protect against actual or potential fraud.

We collect only information that is necessary to serve you and administer our business. Surrey Bank & Trust does not share any non-public personal information with anyone outside of the Surrey Bank & Trust family. Please refer to our Privacy Statement for more information.

### **Disclosure of Information**

Information submitted to Surrey Bank & Trust or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Surrey Bank & Trust or prohibited by law.

### **Links to Other Sites**

Information that Surrey Bank & Trust publishes on its web site may contain links to other sites, and third parties may establish links to our site. Surrey Bank & Trust makes no representations about any other web site that you may access to, from or through our site. Unless expressly stated in writing, Surrey Bank & Trust does not endorse the products or services offered by any company or person linked to this site nor is Surrey Bank & Trust responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

### **Accessibility**

You can usually access Digital One Business seven (7) days a week, twenty-four (24) hours a day.



However, at certain times, some or all of Digital One Business functionality may not be available due to system maintenance or reasons beyond our control. Surrey Bank & Trust does not warrant that Digital One Business will be available at all times.

When unavailable, you may conduct your transactions via an automated teller machine (ATM) or by contacting a Surrey Bank & Trust office. Any transaction initiated prior to 5 p.m. (Eastern Time) on a banking day is posted to your account the same day. All transfers completed after 5 p.m. (Eastern Time), or on a non-banking day, will be posted the following banking day.

There are special cut-off times for additional services (ACH, Positive Pay, and Remote Deposit Capture) and are identified in each Agreement of those services, if contracted.

Under no circumstances will we have any liability to you for failing to provide you access to your accounts or Digital One Business services.

### **Damages and Warranties**

In addition to the terms previously disclosed, Surrey Bank & Trust is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by use of Digital One Business or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Surrey Bank & Trust or one of its suppliers. In addition, Surrey Bank & Trust disclaims any responsibility for any electronic virus(es) you may encounter after installation of such software or use of the Digital One Business system.

Without limiting the foregoing, neither Surrey Bank & Trust nor its suppliers shall be liable for any (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet or communications lines.

Surrey Bank & Trust and its suppliers provide Digital One Business from their own sites and they make no representation or warranty that any information, material or functions included in Digital One Business are appropriate for use by you in your jurisdiction. If you choose to use the Digital One Business system, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations.

Neither Surrey Bank & Trust nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Digital One Business system, or contained in any third party sites linked to or from our web site. **SURREY BANK & TRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE**

**DIGITAL ONE BUSINESS SYSTEM, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. SURREY BANK & TRUST DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.**

### **Indemnification**

Customer shall indemnify, defend and hold harmless Surrey Bank & Trust and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) negligence; (ii) failure to comply with applicable law; or (iii) failure to comply with the terms of this Agreement on your part or that of any users you have provided with a User ID and password.

### **Additional Remedies**

Due to the likelihood of irreparable injury, Surrey Bank & Trust shall be entitled to an injunction prohibiting any breach of this Agreement by you or any person you have provided with a User ID and password.

### **Amendment and Termination**

Surrey Bank & Trust has the right to change this Agreement at any time. Surrey Bank & Trust reserves the right to change the charges, fees or other terms described in this Agreement at any time. When changes are made, notification of changes will be made available to you upon successful login to Digital One Business, by electronic mail, posted in our branches and/or website, mailed to you at the last address shown for the Account on our records, or as otherwise permitted by law.

Surrey Bank & Trust reserves the right to lock your account after 90 days of inactivity. Surrey Bank & Trust reserves the right to terminate this Agreement at any time.

You may terminate this agreement by 1) contacting your Surrey Bank & Trust branch, 2) by emailing [surreybank@surreybank.com](mailto:surreybank@surreybank.com), or 3) by calling the Surrey Bank & Trust Electronic Banking Department at (336) 783-3900, or 4) by sending written notification to Surrey Bank & Trust, PO Box 1227 Mount Airy, NC 27030. Surrey Bank & Trust is not responsible for any transactions made before we have had a reasonable opportunity to act on your termination notice. You remain obligated for any transactions made by Surrey Bank & Trust on your behalf.

Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

### **Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the State of North Carolina. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

### **Assignment**

Surrey Bank & Trust may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

### **Integration**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Surrey Bank & Trust.

### **Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and Surrey Bank & Trust, this Agreement will control.

### **Waiver**

Surrey Bank & Trust shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Surrey Bank & Trust of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

### **Events Beyond Our Control**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control.

## **SECTION B**

### **END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP**

To be agreed to by End User prior to use of the downloadable app

## **Ownership**

You acknowledge and agree that a third party provider or licensor to your financial services provider Licensor is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you if any, regardless of the media or form in which they may exist collectively the Software.

## **License**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

## **Restrictions**

You shall not: i) modify, revise or create any derivative works of the Software; ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

## **Disclaimer Warranty**

THE SOFTWARE IS PROVIDED ON AN AS IS AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

## **Limitations of Warranty**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY CONTRACT, TORT OR OTHERWISE UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

### **U.S. Government Restricted Rights**

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 Computer software or DFARS 227.7202 Commercial computer software and commercial computer software documentation, as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

### **Miscellaneous**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

### **Content and Services**

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

### **Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

I agree to the terms and conditions of this Agreement as described above.

**IMPORTANT: PLEASE PRINT AND RETAIN THIS CONSENT AND AUTHORIZATION**

_____	Surrey Bank & Trust
Customer (Legal Name of Company)	Bank
_____	_____
Signature of Authorized Signer	Signature
_____	_____
Name of Authorized Signer (Print or Type)	Name (Print or Type)
_____	_____
Title	Title
_____	_____
Date	Date

<sup>1</sup>A separate agreement is required for ACH, Positive Pay, Wire Transfers, and/or Remote Deposit Capture services. Please contact the Electronic Banking Department for more information at (336) 783-3900.

<sup>2</sup>Business Mobile service is subject to bank approval.