

Attention users who have previously accepted these Terms of Service! To help expedite your review and acceptance of the revised Terms of Service, below is a summary of what has changed since the last update on January 15, 2022. *New users accepting for the first time must review the full Terms of Service.*

- **I. GENERAL**

- (updated) Section F. Alerts and Verification Codes
- (updated) Section G. Mobile Numbers

- **II. BILL PAYMENT**

- Updated: Section A. Bill Payment Service
- Updated: Section C. Delivery of Your Payments
- Updated: Section D. Payment Guarantee
- Updated: Section E. Deleting or Modifying Payments
- Updated: Section F. Uncompleted Payments

- **VI. TREASURY MANAGEMENT SERVICES**

- Updated: Section A. ACH Credit Entries

- **COSMETIC CHANGES (E.G., FORMATTING, SPACING, NUMBERING) WERE MADE TO IMPROVE READABILITY.**

I. GENERAL

This Banking Online Agreement (the “Agreement”) governs your use of First Horizon’s Small Business Digital Banking (the “Service”) available to you online or by mobile phone or other supported wireless devices. By subscribing to the Service or using the Service, you agree that you have complied with online instructions in accessing the Service and that you will be bound by the terms of this entire Agreement. Please read this Agreement carefully and keep a copy for your records.

In this Agreement, “you” or “your” refers to the person(s) subscribing to or using the Service, including persons authorized by a subscriber to use the Service with respect to the subscriber’s accounts. The words “Authorized Representative” mean a person who has authority of any kind with respect to an account or transaction, including any person to whom an Authorized Representative has delegated such authority. The words “we,” “us” or “our” refers to First Horizon Bank and any agent, independent contractor, designee, or assignee First Horizon may, in its sole discretion, involve in the provision of the Service.

- A. The Service.** This Agreement applies whether accessing your accounts through the internet, mobile device, or other software. Additional terms and conditions that apply to the Mobile Banking services that we may provide to you are described in Section III of this Agreement. Additional terms and conditions that apply to certain treasury management services that we may provide to you through the Service are described in Section VI, which may require you to complete implementation or set-up forms to use the treasury management services. Businesses that have signed other applicable agreements and been set up by us for certain treasury management services that are not otherwise described in Section VI of the Agreement may also obtain access to those functions through the Service, if available. You can check the balance in your designated First Horizon business accounts (the “Accounts”), request transfer(s) of funds between eligible Accounts, request payments to designated third parties (“Payees”) and other services as described in this Agreement. The Service will automatically link your Accounts to your Small Business Digital Banking online profile (“Online Profile”). If your business is authorized to initiate ACH transactions or other treasury management services and special functions utilizing the Service, we may require two Authorized Representatives to approve such transactions unless otherwise approved in writing by us. Notwithstanding the foregoing, any of your Accounts with a requirement of verifying two or more signatures on checks, if such a requirement exists, does not apply to electronic transfers, including online bill payments using the Service, and we are released from

liability when making such transfers or payments. This means that you or anyone else authorized on the Account accessing the Service shall be authorized to individually make electronic transfers, including online payments, even though the authority to transfer funds from an Account by some other means (e.g., by check) must be exercised jointly with one or more other persons. You may designate whether an Authorized Representative will have access through the Service for information reporting purposes only or also for balance transfer, bill payment, or other functions you have arranged, or do arrange, to utilize through the Service. Each business is required to designate a Security Administrator having authority to entitle users they deem as authorized to act on behalf of their business who are set up in the Online Profile. The Security Administrator will also administer and maintain all user ID, passwords, and account entitlements, including deleting users who no longer should access the Online Profile. The Security Administrator has full authority and access to all Accounts in the Online Profile.

- B. Systems Requirements.** For Small Business Digital Banking, you must have access to a device with internet access and one of the latest version(s) of a 128-bit encrypted browser such as Microsoft Edge, Chrome, Firefox or Safari. Note: Other modern browsers may work but are not supported. For Microsoft Money or Intuit's Quicken, see systems requirements included with the software package.
- C. Internet Gambling; Illegal Transactions.** We may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use the Service or any of your Accounts for any illegal activity. You agree that use of the Service or your Account for illegal activity will be deemed an action of default and/or breach of contract and, in such event, the Service and/or any of your 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.
- D. Your Password.** You will be asked to choose an alpha-numeric password which you will use to obtain access to Small Business Digital Banking. You should not use your Debit Card personal identification number ("PIN") as your password. You authorize us to follow any instructions entered through the Service using your password. Because your password can be used to obtain information and access money in your Accounts, you should treat your password with the same degree of care and secrecy that you use to protect your PIN or other sensitive personal financial data. You agree not to give your password, or make it available, to any person not authorized to access your Accounts. If your business requires that multiple Authorized Representatives be able to use the Service, you agree to request a separate User ID and Password for each person.
- E. Our Liability for Failure to Complete Transactions.** We will process and complete all transfers (to and from eligible Accounts) properly initiated through the Service in accordance with the online or mobile instructions provided within Small Business Digital Banking and the terms of this Agreement subject to limitations set forth in this Section I. E., below. If we do not complete a transfer to or from your Account on time or in the correct amount in accordance with online or mobile instructions provided with Small Business Digital Banking and under the terms of this Agreement, our liability for your losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special, or exemplary damages. Further, we will not be liable if:
1. Through no fault of ours, you do not have enough money in your Account to make the transfer or payment.
 2. The Service, your PC, internet connection or mobile device is not working properly, and you knew about the malfunction when you started the transfer or payment.
 3. A Payee or User (as defined in Section VII of this Agreement) mishandles or delays handling payments sent by us.
 4. You have not provided us with the correct Payee name, address, Account information or payment amount or the correct User email address or mobile telephone number.
 5. Circumstances beyond our control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
 6. We determine that the transaction is related to internet gambling or to some illegal activity as set forth in Section I.C.
 7. If the funds in the Account are subject to legal process or other encumbrance restricting such transfer.
 8. If there is an allegation of fraudulent activity concerning the Account.
 9. If other rules, regulation, or agreement of ours so provide.
- F. Alerts and Verification Codes.** In connection with the Service, we may provide alerts or verification codes to you. Some of the account alerts are optional and can be managed by you by visiting the Alert Settings tab. You agree that these alerts are in addition to and not a replacement for services received by you under the Bank Depositor Agreement or any other special account services agreements you have entered with us. You acknowledge that these alerts are provided as a convenience to you and agree that we shall have no liability to you for any delay in or failure to provide an alert, any inaccuracy in an alert, or any interception of an alert by an unauthorized person or entity.

We also use verification or security codes for enhanced authentication purposes to confirm that someone attempting certain actions is authorized to make the change. These codes are provided for security reasons and cannot be turned off by you. To change your delivery preferences for verification/security codes, go to My Profile and click on Personal. Review the contact methods shown as “Use for Verification.” Click on “Edit Contact” to add or update your selections. You acknowledge that receiving an unexpected verification/security code or one that you did nothing to trigger, as well as certain alerts that your actions did not trigger, may indicate your online credentials have been compromised and that you should change your credentials or call Client Services immediately.

G. Mobile Numbers. If you choose to include a mobile device phone number in your application for the Service, you are representing and warranting that you are the mobile device account number holder or that you have authority from such account holder to use the mobile number in connection with the Service. Further, you are consenting to receive alerts, verification or security codes, and other communications from us by pre-recorded artificial voice messages, phone call or text message to that number. Text or data charges may be imposed by your carrier.

You agree to notify us of a change to your mobile number by changing the mobile number on your My Profile page or by calling Client Services. Further, you understand that if you do not want to receive any communications from us to your mobile number, you will remove the mobile number from your My Profile page or by calling Client Services.

H. eStatements. If you use Small Business Digital Banking, you will receive eStatements electronically unless you opt out. If you are not currently receiving eStatements, we reserve the right to switch you to receipt of eStatements unless you notify us that you wish to opt out. You may opt out by contacting the Business Service Center. You agree that this Agreement constitutes an agreement under the Uniform Electronic Transaction Act pursuant to applicable law. All of your payments and funds transfers made through the Service will appear on your monthly Account statement(s). The Payee or Username, payment amount, and Transaction Date will be reflected for each payment made through the Service.

I. Fees. Your fees are as listed in the fee schedule of your Bank Depositor Agreement, as modified from time to time. We will notify you of any changes.

J. Equipment. We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or (iii) any defect or malfunction of your PC, internet connection device or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement.

K. Business Days/Hours of Operation. Our business days are Monday through Friday, except bank holidays and any other day we are not open for substantially all of our business. The Service is available 24 hours a day, seven days a week for the scheduling, modification, or review of payment orders and for funds transfers and balance inquiries, except during maintenance periods.

L. Notice of Your Rights and Liabilities. You agree to tell us of any unauthorized transactions, or the loss or compromise of your password, within two (2) business days of discovery. You may call your account officer or use the numbers listed in Section M below. If you do not notify us in two business days, we will not be responsible for unauthorized transactions that we could have prevented had you provided timely notice. In no event may you assert an unauthorized transfer claim against us more than 14 days after the record of such transfer became available online for access through your PC, whether or not such information was accessed.

M. Errors and Questions. In case of errors or questions about your electronic transfers or payments, you should telephone Customer Service at 800-382-5465.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

N. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts or the transactions you make:

1. Where it is necessary for completing a transaction; or
2. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
3. In order to comply with a governmental agency or court orders; or
4. If you give us your written permission; and
5. To our affiliates or for purposes of offering or providing you other products or services.

- O. Termination.** You may terminate your use of the Service at any time by calling the Business Service Center at 888-382-4968. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Transaction Date within this ten-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments with Transaction Dates during the ten (10) days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Accounts are closed, or access to your Accounts is restricted, for any reason. If you would like to transfer the Service to a different Account with us, you must provide ten (10) business days advance written notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.
- P. Limitation of Liability.** Except as otherwise provided in this Agreement, we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the Service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of the Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.
- Q. Software.** The software programs providing the Services are provided “as is.” We disclaim all warranties whatsoever concerning the software, specifically including without limitation any warranty of fitness for a particular use or warranty of merchantability. The software contains trade secrets in its human perceivable form and, to protect them, you may not modify, translate, reverse engineer, decompile, disassemble, or otherwise reduce the software to human perceivable form. You may not create derivative works based on the software or remove any proprietary notices, labels or marks on the software or accompanying documentation. You agree not to transfer or otherwise sublicense the right to use the Services, attempt to copy or otherwise reproduce the Service; attempt to access or decompile, reverse engineer or otherwise derive the source code for the Service, resell or use the Service for the benefit of any other entity other than you, or alter, remove or fail to include any copyright notice or other proprietary rights notices that appear on any interfaces related to the Service or authorized reproductions thereof.
- R. Internet Privacy Notice.** Our Internet Privacy Notice applies to your use of our website and our mobile device applications and supplements this Agreement. In the event of a conflict between the Internet Privacy Notice and this Agreement, the terms of the Notice shall govern the matter. To the extent any information collected is “nonpublic personal information” as defined by the Gramm-Leach-Bliley Act of 1999 and applicable regulations (as amended from time to time), the Privacy Notice for Customers of the First Horizon and First Horizon Family of Companies (Privacy Notice) will apply to our use of such information.
- S. Entire Agreement.** This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements the Bank Depositor Agreement related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control.
- T. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Tennessee, without regard to any state’s conflicts of law provisions.
- U. Amendments.** We may amend or change any of the terms and conditions of this Agreement under the same terms and conditions as we may make changes to the Bank Depositor Agreement governing your accounts.
- V. Severability.** The same severability provisions, which are set forth in the Bank Depositor Agreement, shall also apply to this Agreement.

II. BILL PAYMENT

- A. The Bill Payment Service.** You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that has an address we can verify. You may also make payments through the Service to individuals, family, or friends for non-business purposes.

Payments may be made only to Payees with a U.S. payment address. You may not make a payment of alimony, child-support, taxes, or other governmental fees or court-directed payments through the Service. We do not recommend using online bill payment services to fund brokerage or investment services. We may impose a dollar amount limit on bill payment transactions. Loan payments, other than the amount due, cannot be designated as principal, interest, or payoff. All payments submitted through our bill pay service will be sent using the name of the primary business linked to the digital profile, not with the name linked to the account (if different than the primary business).

- B. Your Personal Payee List.** You must provide sufficient information about each Payee (“Payee Information”), as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account (“Payee Account”) to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payee Account number. You can enter your Payee Information using “Bill Pay Online.” Additions, deletions, and modifications to Payee Information are also entered using “Bill Pay Online.” From time to time, we may set or change the number of Payees you may designate to receive payments through the Service.
- C. Delivery of Your Payments.** You may schedule payments to be initiated on the day that you enter the payment information, on a future date, or on a recurring schedule, subject to the restrictions in this Agreement. Although you can enter payment information through the Service 24 hours a day, 7 days a week, payments can be “initiated” on any day. The date on which a payment is to be “initiated” is the date on which funds are to be deducted from your Account. This date is referred to in this Agreement as the “Transaction Date.” If your recurring payment date does not exist in a particular month (for example, February 30), your payment will be initiated by the last day of that month, if a business day, or the following business day of that month. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check drawn on an account we maintain for this purpose, by electronic funds transfer, or by other means. For each payee you designate to receive a payment through the Service, the payment method, either check or electronic funds transfer, alerts you to how the payment will be sent. Because of the time it takes to transmit your payment to your Payees, they generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a Same Day Payment, a Future Payment, or a Recurring Payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Transaction Date for each payment sent by electronic funds transfer must be at least 1, 2 or 3 business days as specified in the Payee details in the online/mobile banking system prior to the date your payment is due (payee lead times may vary), excluding any applicable grace periods (the “Electronic Transfer Due Date”) and for each payment sent by check at least 8 business days as specified in the Payee details in the online/mobile banking system prior to the date your payment is due, excluding any applicable grace periods (the “Check Due Date”); the Electronic Transfer Due Date and the Check Due Date are collectively referred to as the “Due Date”). We will not be responsible for any loss you may incur as a consequence of late payment if you do not follow the bill pay rules stated above.
- D. Payment Guarantee.** In addition to our liability as discussed above, and subject to the conditions specified in Section II.C, we will reimburse you for any late payment fees or penalties you are charged, up to a maximum of \$50 per scheduled payment, as a result of the failure of a Business Payee to receive a payment made through the Service by the Due Date if you meet each of the following conditions:
1. You must properly schedule the payment to be initiated on a Transaction Date at least 1, 2 or 3 business days prior to the Electronic Transfer Due Date and at least 8 business days prior to the Check Due Date. For Same Day Payments, this means that you must initiate your payment before 9:00 p.m. Eastern Time on a business day at least 1, 2 or 3 business days prior to the Electronic Transfer Due Date and at least 8 business days prior to the Check Due Date. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of business days between the Recurring Payment Date and the Due Date.
 2. You must provide us with the correct Payee name, address, confirmation number, account information and the correct payment amount.
 3. On the Transaction Date, your Account that you elected for bill payment must contain sufficient funds to complete the payment or transfer. Note: If a payment fails to be sent due to insufficient funds, we will attempt to send the payment for two further consecutive business days after the initial attempt. If the payment can be sent on one of those two days after the initial Transaction Date, the payment may arrive late at no fault of First Horizon. Therefore, the Payment Guarantee condition is considered not met if the payment initially fails for insufficient funds but is sent during the two additional attempts.
 4. The Payee must be a Business Payee.
 5. The late payment fee or penalty, or the method of its calculation, must be published by the Payee prior to the Due Date.
 6. Your PC and internet connection device must be functioning properly.
- E. Deleting or Modifying Payments.** You may use Online Bill Payment to change or delete recurring or future-dated payments prior to 9:00 p.m. Eastern Time on the Transaction Date. Same-day payments (payments scheduled and paid on the same date) cannot be modified or deleted directly by you. Client Services may be able to cancel a same-day payment if you contact them by 7:00 p.m. Eastern Time on the Transaction Date.
- F. Uncompleted Payments.** If we remit your payment to a Payee that is rejected or returned during the payment processing cycle, e.g., invalid payee address, account number, merchant rejection, postal service delay, the funds will be credited back to your Account and a notice sent to your email address on file. By mailing your Payee a check drawn on an account we maintain for this purpose and the check has not been presented for payment within our payment cut-off period, we will investigate the status of the check. If the Payee cannot be reached, or the check has not been presented for payment by ninety (90) days after the Transaction Date, we will place a stop payment order on the check and refund your Account.

III. MOBILE BANKING

Should you elect to use Mobile Banking, which may include Mobile Deposit, you will be subject to the following additional terms and conditions:

- A. Description.** Mobile Banking is a personal financial information management service that allows you to access your Account information, make payments or transfers to Payees and make other such payments or transfers as are described on our website, www.firsthorizon.com, 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 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.
- B. Use of Mobile Banking.** 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 your 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. We may modify the Mobile Banking services 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 Mobile Banking services or your Wireless Device.
- C. Relationship to Other Agreements.** You agree that, when using 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 wireless telecommunications provider (e.g., AT&T, Verizon), and 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 which 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) 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.
- D. Quick Glance.** By using the Quick Glance feature on your iPhone, iPad, or Android Device, you can view the most recent Available Balance and recent transactions on certain of your Accounts as selected by you. Quick Glance is not viewable until you activate it via “Settings.” The Account nicknames, balances and transactions will display on the login screen by clicking the “Quick Glance” logo at the bottom of the app screen. No other Account information (such as the Account number) will be visible. When Quick Glance is enabled, anyone who has access to your device will be able to see the Account balances and transactions that you have chosen to display without logging in to Mobile Banking. We recommend that you disable Quick Glance prior to sharing your device. You should disable Quick Glance prior to accessing your profile on any mobile device that is not your own. You always have the ability to turn off “Quick Glance” from the “Settings” tab in the Mobile app.
- E. 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 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.
- F. Fingerprint and Facial Recognition ID.** Fingerprint and Facial Recognition ID for Mobile Banking are alternative authentication methods for logging in to Mobile Banking. Fingerprint and Facial Recognition ID for Mobile Banking use the fingerprints or unique facial pattern (biometric data) saved to your device to authenticate your identity, instead of using your Digital Banking User ID and password. Your biometric data is neither accessed nor stored by us. If any changes are made to the biometric data stored on your device, your Digital Banking User ID and password will be required at the next login. Afterwards, any biometric data stored on your device can be used to access Mobile Banking until you disable Fingerprint or Facial Recognition ID. Please note that Facial Recognition ID is only available for certain Apple devices.

Fingerprint and Facial Recognition ID for Mobile Banking can be enabled by going to Settings/Mobile, selecting your device, and clicking the Enable button. Once enabled, any biometric data stored on your device can be used to access your Accounts in Mobile Banking. We recommend that you NOT use Fingerprint ID if you share any devices that have the Mobile Banking app. You can disable Fingerprint or Facial Recognition ID at any time by going to Settings/Mobile, selecting your device and clicking the Disable button. If you believe someone has gained unauthorized access to your online account, or that your password and/or User ID have been stolen, call the Business Service Center at 888-382-4968.

- G. Limitations of Mobile Banking.** When using Mobile Banking, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue Mobile Banking, in whole or in part, or your use of Mobile Banking, in whole or in part, immediately and at any time without prior notice to you.
- H. 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.
- I. Hardware and Software.** In order to use Mobile Banking, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third-party software you may need to use Mobile Banking. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.
- J. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF MOBILE BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND 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 NONINFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- K. Charges for Mobile Banking.** We impose no charges for using Mobile Banking. Should there be charges for Mobile Banking in the future, you will be given appropriate notice. Your wireless telecommunications provider for your Wireless Device or other third parties that you may utilize may impose fees to make that device data-capable, to exchange data between the Wireless Device and the mobile web or mobile app (as applicable) or based on the location of your use (e.g., fees for roaming or using your Wireless Device in a foreign country).
- L. Mobile Deposit.** If you are eligible and choose to use Mobile Deposit, you will be subject to the following additional terms and conditions:
- 1. Description.** Mobile Deposit is designed to allow you to make deposits to your Accounts from your Wireless Devices by scanning checks and delivering the images and associated deposit information to us. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only.
 - 2. Acceptance of Terms.** By subscribing to Mobile Deposit or using the Mobile Deposit service, you agree that you have complied with online instructions in accessing Mobile Banking, and that you will be bound by the terms of this Agreement, and you will follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. We reserve the right, in our sole discretion, to modify the terms of the Agreement and procedures relating to Mobile Deposit service. In the event such modifications are not acceptable to you, you have the option of terminating the Agreement and use of Mobile Deposit service. Your continued use of Mobile Deposit service will indicate your acceptance of any such modifications or changes to the Mobile Deposit service.
 - 3. Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Tennessee. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as shown below:
 - a.** Checks or items payable to any person or entity other than you, including a check payable to "Cash."
 - b.** Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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.
 - c.** Checks or items previously converted to a substitute check, as defined in Reg. CC.

- d. Checks or items drawn on a foreign bank or payable in a foreign currency.
- e. Checks or items that are demand drafts or remotely created checks (checks lacking the original signature of the drawer).
- f. Checks that have been previously returned stop payment or account closed.
- g. Checks or items dated more than six months prior to the date of deposit.

4. Image Quality. The image of a check or item transmitted to us using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or other clearinghouses.

5. Endorsements. You agree to restrictively endorse (sign on the back) any item transmitted through the Service as “For Mobile Deposit Only, to First Horizon Account of” followed immediately by your endorsement (signature) or as otherwise instructed by us.

6. Receipt of Items. We reserve the right to reject any item transmitted through the Mobile Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. You agree to receive notices electronically relating to the Mobile Service whether or not you have previously agreed to accept electronic disclosures for any of your Accounts. An image of an item shall be deemed received when you receive an electronic confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete.

7. Representations and Warranties; Indemnification. As to all items transmitted to us, you represent and warrant that: (i) you will comply with the terms and conditions set forth in this Agreement; (ii) you will only transmit eligible items; (iii) you have good title to each check and item and no defense of any party to the check is good against you; (iv) the original check, or a paper or electronic representation, has not previously been deposited for collection with us or any other financial institution, and no depositary bank, drawee, or drawer will be asked to pay a check that it already has paid; (v) you have no knowledge or notice of information to indicate that the transaction is fraudulent. You agree to indemnify and hold us, our affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages, and expenses (including reasonable attorneys’ fees and costs of litigation) to which we may be subjected or which we may incur in connection with any claims which might arise from or out of your use of Mobile Deposit or the Mobile Service.

8. Availability of Funds. You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Service will generally be made available in two (2) business days from the day of deposit. In some cases, we may not make the funds available in accordance with the general policy. The length of the delay is counted in business days from the day of your deposit. If you make a deposit before 9 p.m. ET on a banking business day (every day except Saturdays, Sundays, and federal holidays), we will consider that day to be the day of deposit. If you transmit an item after 9 p.m. ET, or on a day we are not open, we may consider that the deposit was made on the next business day we are open. If your deposit is declined, we will email you the notice by the first business day after the day we receive your deposit.

9. Safeguard and Disposal of Transmitted Items. Upon your receipt of a confirmation from us that we have received the image of an item, you agree to safeguard all original checks transmitted to us until the checks are destroyed. You may wish to retain the original check, or a sufficient copy of the front and back of the item, until final settlement of the item, should there be any dispute that the image does not satisfy legal equivalence requirements.

10. Deposit Limits. Deposits transmitted through the Mobile Deposit service are limited to a specified dollar amount per 7-day period. This limit can be found within the Mobile Banking application. We reserve the right to change limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and may modify such limits from time to time.

11. Deposit Errors. You agree to notify us of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than 40 days after the applicable Account statement is sent or made available to you. Unless you notify us within 40 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

IV. ATM LOCATION-BASED DATA

A. Use of Locator Service/Limitations. Our provision of any ATM, financial center, or other location information, directions, maps, addresses, hours of operation and other related information (“Data”) through use of the locator service available in the Service is subject to this Agreement. The locator service may include Data that is out of date, incomplete or otherwise incorrect, or it may omit Data that you consider relevant to your search (“Data Limitations”). We will not be responsible for any Data Limitations, and we do not and cannot guarantee that you will not encounter Data Limitations in connection with your use of the locator service.

B. Personal Use. The locator service is intended for your personal use only. You may not copy, mirror, distribute, reproduce, or resell the information or Data contained therein. No copyright, trademark, or other proprietary notices, whether of ours or our licensors, may be removed.

V. CARD CONTROL

- A. The Card Control Feature.** Our Card Control feature (“Card Control”) enhances the Service we provide under this Agreement by allowing you to disable and enable certain functionalities of eligible debit, credit, and HELOC access cards (“Eligible Card(s)”) that are associated with your Small Business Digital Banking profile whether you are accessing the Service online or by mobile phone or other wireless access device. Your quickly disabling Eligible Cards may help prevent and mitigate losses arising from unauthorized card transactions. However, our offering of this feature and your use of it does NOT relieve you of your obligations under Section I. L., Notice of Your Rights and Liabilities, or under the cardholder or HELOC agreement governing your debit, credit or HELOC access card Account, to provide timely notice to us if you believe your password or other authenticating information has been lost, stolen or compromised or that unauthorized transactions have occurred or may occur on your Eligible Card Account.
- B. Advanced Card Control Feature.** Our Advanced Card Control feature further enhances the Service we provide under this Agreement by allowing you to track specific locations, manage notification preferences, customize your settings, view transactions, and utilize location-based controls for eligible debit cards. This feature is only available within the Mobile Banking app. This Service is offered at no charge, although your mobile carrier’s message and data rates may apply. The following features are included:
- 1. Establish Spending Limits.** Transaction and monthly thresholds above a specified amount can be blocked and alert notifications sent when the set limits are exceeded.
 - 2. Location-Based Controls.** Using your mobile phone’s GPS, the Locations feature can limit transactions to merchants within a certain range of your phone’s location. You can also restrict purchases made in a specific geographic location.
 - 3. My Merchants.** Allows cardholders to set up and receive alerts and/or block transactions based on the merchant type used to make purchases such as gas stations, restaurants, department stores and grocery stores.
 - 4. Notifications.** If you enable alerts, we will send a notification whenever you make a purchase or when your card transaction is declined. Notifications will be sent as an in-app message.
 - 5. Latest Transactions.** View a list of recent transactions made with your debit card.
 - 6. Small Business Accounts with Multiple Users.** For Small Business Accounts, only your mobile banking Security Administrator will be granted access to control all debit cards assigned to your business account(s).
- C. Accessing Card Control.** You do not have to register or enroll your cards to be able to use Card Control. Rather, this feature will be accessible by a button labeled “Manage Your Cards” on your Dashboard or in the Accounts/Statements section. When the Card Control button is pressed, debit, credit, and HELOC access cards associated with your Small Business Digital Banking profile that are eligible for Card Control will be listed. The following will also be displayed: (i) the last four digits of your card number(s); (ii) whether the Card Control status of the card is “enabled” or “disabled;” (iii) a Card Control toggle that you can use to enable or disable the card; and (iv) a message telling you to contact customer service if a card you want to control is not displayed. Advanced Card Controls will be accessible under the cards listed in your profile.
- D. Using Card Control.** You can change the status of an eligible card in real time at any time. If you have used the toggle to make a status change and the status change was successful, a confirmation message will be sent to your primary email address, and through other channels (Messages Inbox, Push Notification, SMS text) as chosen by you. The confirmation message will also be sent to the primary email address of, and to other destinations chosen by, each person who has the affected card Account associated with his or her Small Business Digital Banking Profile. The confirmation messages usually will be sent within five (5) seconds. The messages will include the information listed in B., above, and a reminder that recurring debits and future-scheduled debits may or may not be accepted while the card is disabled. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. The toggle position will change to reflect the updated status. If you attempted a status change that was not successful, you will receive an error message (usually within 3 seconds) and the toggle position will not change.
- E. Disabled Status – Debit Cards.** When your debit card is in a “disabled” status, only your card will be affected. Transactions made using debit cards issued to others and tied to the same deposit Account, as your card will not be impacted. Recurring debits and transactions any cardholder authorized on your card prior to your disabling it may or may not be accepted depending on the process a merchant uses to initiate the debit. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. ATM transactions will be rejected. Point-of-sale and online transactions will be rejected although there may be circumstances in which smaller dollar point-of-sale and online transactions may be posted and paid. These smaller dollar transactions can be charged back if you promptly notify Bank that these transactions are unauthorized, and they are determined to be unauthorized.

- F. Disabled Status – Credit Cards.** When your credit card is in a “disabled” status, all credit cards issued to others and tied to the same credit card Account as your card will be impacted. Recurring debits and transactions any cardholder authorized on the credit card Account prior to your disabling your card may or may not continue to be accepted depending on the process a merchant uses to initiate the debit. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. All ATM transactions will be rejected. Point-of-sale and online transactions initiated by any cardholder will be rejected although there may be circumstances in which smaller dollar point-of-sale and online transactions may be posted and paid. These smaller dollar transactions can be charged back if the Bank is promptly notified that these transactions are unauthorized, and they are determined to be unauthorized.
- G. Disabled Status – HELOC Access Cards.** When your access card is in a “disabled” status, all access cards issued to others and tied to the same HELOC Account, as your card will be impacted. Recurring debits and transactions any cardholder authorized on the access card Account prior to your disabling your card may or may not continue to be accepted depending on the process a merchant uses to initiate the debit. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. All ATM transactions will be rejected. Any check written against your HELOC Account will be returned to the bank that submitted the check for payment on behalf of the payee. Point-of-sale and online transactions initiated by any cardholder will be rejected although there may be circumstances in which smaller dollar point-of-sale and online transactions may be posted and paid. These smaller dollar transactions can be charged back if the Bank is promptly notified that these transactions are unauthorized, and they are determined to be unauthorized.
- H. Liability.** In the event you disable a card, and an unauthorized transaction is accepted that should have been rejected because of the card’s being in disabled status, Bank’s liability for your losses and damages will be limited to those directly and proximately caused by the failure to reject the transaction and will not include indirect, consequential, special, or exemplary damages.
- I. Service Disclaimer.** There may be service disruptions or events beyond our control that could adversely affect the Card Control Service. Such disruptions or events include, but are not limited to: telecommunication system delays or outages; power outages; network, communication or data plan outages; natural disasters; or any other event outside of the control of us. Any such disruption or event may block or otherwise limit your usage of the Card Control Service and/or use of your Debit Card based off of the card settings in place at the time of the disruptions. You agree that we will not be liable for any losses or damages as a result of Service unavailability. You must always examine your Account statements promptly and routinely review all transactions and other activity on your Account.

VI. TREASURY MANAGEMENT SERVICES

- A. ACH Credit Entries.** ACH Credit enables you to initiate credit entries or payments to a third party (“Credit Entries or Entry”) for direct deposit of payroll and other similar payments, all in accordance with these terms and conditions using network security and multifactor authentication, the current NACHA Operating Rules (the “Rules”) and within the ACH exposure settlement limits as we establish for your ACH transactions from time to time and as we otherwise may agree. All Credit Entries for the direct deposit of payroll must be submitted as a PPD (Pre-Arranged Payment/Deposit) transaction to a consumer account either as a single entry or recurring credit transaction. All PPD and CCD Credit Entries that qualify for Same Day ACH processing in accordance with the Rules and is received by us prior to established deadlines and the Credit Entries specify an effective entry date that is on or before the current banking date, the Credit Entries will be processed as a Same Day ACH transaction and are subject to additional fees and charges. If a Credit Entry is received after our established deadlines, the Credit Entry will be processed the next business day. The words “business day” mean Monday through Friday, except weekends and/or bank holidays. ACH Credit services do not permit you to initiate debit entries or collection of payments from a third party. We agree to act as the Originating Depository Financial Institution with respect to your Credit Entries only.
- 1. No right to cancel or amend.** You have no right to cancel or amend any Credit Entry after we have submitted a Credit Entry to the ACH network.
 - 2. Right to reject.** We have no duty to submit Credit Entries and can refuse to submit to the ACH network any Credit Entries if such entries violate any agreement between us, there are not sufficient funds available to pay for any Credit Entries, or the requested Credit Entries would exceed the exposure settlement limit we have set for you.
 - 3. Representations and Warranties.** You represent and warrant to us that all Credit Entries are complete, accurate, authorized, and formatted in accordance with the Rules. For any Credit Entries or tax payments or similar payments, you warrant that you have enrolled with the IRS or any state or regulatory authority in conformity with any special requirements for submitting federal, state, or local taxes or similar payments and have received confirmation of completed enrollment and will continue to comply with such requirements when

using the Service. You agree to abide by the Rules and will not originate Credit Entries that violate any U.S. laws, including but not limited to, any prohibited transaction with parties on the Office of Foreign Assets Control (“OFAC”) list of hostile foreign countries, terrorists, or drug traffickers and other designated parties. As required by the Rules, each person or entity shown as the Receiver on a Credit Entry initiated by us has authorized you to process the entry and you will retain the authorization and provide us with a copy upon request. You agree to indemnify us against all loss, liability, penalties, and expenses (including without limitation attorneys’ fees and litigation expenses), or fines imposed by NACHA or any other regulatory body, resulting from or arising out of any breach of any warranty or agreement made by you.

4. Notice of Returned Entries. We will notify you of the receipt of a returned entry from the ACH network generally no later than one banking day after the banking day of receipt. Credit Entries will be processed on the funding account that was debited for the original payment and are subject to additional fees and charges. We have no obligation to re-transmit a returned entry to the ACH network if we complied with the terms of this service with respect to the original entry. If you receive a Notification of Change (“NOC”) for any Credit Entry you transmit, the Rules require you to make the requested changes within six (6) banking days of the receipt of the NOC or prior to the initiation of another Credit Entry.

5. Payment. You agree to maintain collected deposit balances in a designated account adequate to cover any Credit Entries you initiate. Upon receipt of an ACH file, balances will be verified, and funds debited from the settlement account and held until settlement on the effective date on the file. This step is referred to as pre-funding. We will credit the Account with any amount received by us by reason of the return of an entry for which we have previously received payment from you. That credit will be made as of the banking day we received the returned entry.

6. Fees and Charges. The fees and charges to you relating to the ACH Credit service are set forth in separate fee disclosures. You agree to pay such fees and charges and authorize us to charge your Account(s) for same. We reserve the right to increase the fees and charges and impose additional fees and charges upon notice to you. Unless otherwise agreed to by us, you shall be solely responsible for your own costs and expenses incurred for equipment, transmission charges, software, and other costs and expenses incident to the ACH Credit services.

VII. GLOSSARY

Accounts: A general term referring to accounts that you have with First Horizon Bank.

Cookies: In proper form, an “HTTP Cookie.” This is a small piece of data sent from a website and stored on the connected internet-capable device to provide history and authentication information. These are stored for your convenience and security.

Payees: A general term for bill payment service recipients. In Small Business Digital Banking these are referred to as “Person,” “Company,” and “Custom” bill pay “Recipients.”

Service: A general term referring to the Small Business Digital Banking platform in its entirety.