

KEYBANK BUSINESS ONLINE

PAY WITH WIRE SERVICE

Terms and Conditions

As used in these terms and conditions (herein called “Terms and Conditions”) for the Bank’s “KBBO Wire Lite” wire transfer service for commercial customers (the “Service”), “Customer” is defined in the KeyBank Business Online Services Agreement and “Bank” means KeyBank National Association. Other defined terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the KeyBank Business Online Services Agreement.

Acceptance of Service Agreements. Each time Customer uses the Service, Customer agrees to be legally bound by, and that each funds transfer will be subject to, the terms and conditions of the following service agreements, as amended: (a) these Terms and Conditions, (b) the KeyBank User Agreement For Access to World Wide Website, as amended, (herein called “User Agreement”), (c) the KeyBank Business Online Services Agreement (“KBO Services Agreement”) and (d) any applicable Linking Agreement for Key Business Online Services (“KBO Linking Agreement”). Please read these agreements carefully for applicable terms, including, but not limited to, limitations on liability of Bank. Customer acknowledges receipt of each of the above service agreements or access to these agreements on the Website. For purposes of the KBO Services Agreement and any applicable KBO Linking Agreement, references therein to the term “KBO Service” shall also mean and include the Service under these Terms and Conditions. These Terms and Conditions are considered supplemental to and shall be incorporated into and made a part of, the KBO Services Agreement, and the KBO Services Agreement shall also apply to the Service hereunder. Customer acknowledges and agrees that the Service is not subject to Bank’s service agreements and disclosures for personal online banking for consumer accounts at the Bank.

1. KeyBank Business Online Service. Bank provides Customer access to a wire transfer service which enables Customer to transfer available funds from its account at Bank as stated herein. Customer agrees to be legally bound by the following terms and conditions each time that Customer uses this wire transfer service.

2. Procedures. Restrictions and Limitations. Please refer to the Business Tools tab on the Website or go to Key.com for instructions and guidance on operating procedures. Bank may impose limitations and restrictions on the number, frequency, or dollar amount of funds transfers by Customer as Bank may determine, at its sole discretion, which Bank may revise from time to time.

3. Authorizations. (A) Customer requests Bank to transfer funds from Customer account(s) and to any account of a third party specified by Customer, whether such third-party account(s) is at Bank or another financial institution.

(B) The Customer warrants and represents that Customer’s performance under these Terms and Conditions has been duly authorized and is a binding obligation of the Customer.

4. Inconsistencies Between Names and Numbers. If an identifying or bank account number provided in a payment order issued in the name of the Customer identifies a person different from

the beneficiary named in the payment order, or if the words and numbers set forth in a payment order are otherwise inconsistent, the Customer understands that execution or payment of the payment order might be made by Bank, another beneficiary's bank, or any other person on the basis of identifying number, bank account number, or other number rather than on the basis of the name or words. If a payment order identifies an intermediary bank or the beneficiary's bank both by name and an identifying number and the name and number identify different persons, the Customer understands that Bank, another receiving bank, or any other person might rely on the number as the proper identification of the intermediary or beneficiary's bank even if it identifies a person different from Bank identified by name. Bank may, in its discretion and without liability, choose to rely either upon a name or other words, or upon an identifying, related, accompanying, or bank account number in a payment order. Bank shall not, for any purpose, be deemed to know that an account identifying or other number in a payment order does not identify or match the person or words intended to be identified or otherwise set forth therein unless the officer or employee of Bank who receives or accepts the payment order has actual knowledge and awareness of the contents of the payment order and the fact that a discrepancy exists.

5. Execution, Rejection, and Payment of Payment Orders. Bank shall have the right to reject or impose conditions that must be satisfied before it will accept a payment order for any reason, including without limitation Customer's violation of any term in these Terms and Conditions or the KBO Services Agreement, Customer's failure to maintain a sufficient withdrawable account balance, or the belief by Bank that the payment order may have not in fact been authorized. The payment order may also be rejected by an intermediary or beneficiary's bank other than Bank, or by operation of law. If a payment order is rejected, Bank shall endeavor to notify the Customer by telephone, electronic transmission, in writing or by other means chosen by Bank. The notice shall be effective when given. Bank shall, however, have no liability to Customer by reason of such rejection by another person in the funds transfer chain, or the fact that such notice was not given or was not given at an earlier time. Bank shall have no liability to Customer for failing to notify Customer within any specified period of time of receipt, acceptance, execution, or payment of any payment order.

6. Execution Date. Customer shall not issue a payment order instructing execution or payment on a banking day later than the day the order is received by Bank unless Bank agrees to accept such order.

7. Cut-Off Hours. Format requirements and cut-off hours may be established and changed by Bank from time to time. Payment orders received after such cut-off hours may be treated by Bank for all purposes as having been received on the following banking day.

8. Cancellation and Amendment. Customer shall have no right to amend or cancel any payment order. Bank may, however, on its own initiative and without obligation, act upon a request to amend or cancel, but shall have no liability if such cancellation or amendment is not effected. Any such request to cancel or amend must be received by the Wire Communications Department of Bank, on or before the banking day on which the payment order is to be executed. If Bank agrees to a request from the sender or originator to cancel a payment order which has been credited to a Customer's account, Bank may deduct or set off the amount of the order from or against any Customer account or otherwise obtain a refund from the Customer.

9. Overdrafts. The Customer does not have the right to incur an overdraft in any of its accounts as a result of a funds transfer. The Customer shall have in its account, at the time a payment order is initiated, a balance of actually and finally collected funds sufficient to cover all of its obligations including the payment order. Bank may, however, in its discretion, execute the payment order even if such execution should result in the creation of an overdraft in a Customer's account. The Customer shall be liable to Bank for any such overdraft. If insufficient Customer funds are available to cover a payment order, including charges, Bank may, in its discretion, send the amount of funds available or send the payment net of charges, or not execute the payment order.

10. Report of Discrepancies in Payment Orders. Within fourteen (14) days after the date the Customer receives notification from Bank, whether by advice, confirmation, statement or otherwise, or Bank makes such notification available to the Customer, whether by computer link or otherwise, that a payment order in the name of the Customer was accepted by Bank or the Customer's account was debited or credited with respect to a payment order, or within fourteen (14) days of any earlier date upon which the Customer has notice from another source of execution, payment, non-execution, or non-payment by Bank or any other party of any payment order issued in the name of or paid to the account of the Customer, the Customer must notify the Wire Communications Department of Bank of the relevant facts regarding any unauthorized or erroneous payment order, any discrepancy reflected in such notification or notice, and any right of a refund. Failure of Customer to so notify shall relieve Bank of any liability it would otherwise have in regard to such payment order. Bank shall have no obligation to notify the Customer of the receipt, execution, or payment of any payment order within any specified period of time. If Customer chooses not to receive advices, statements, or other notifications of debits or credits to the Customer's account, or instructs Bank to hold such notifications for Customer, the fourteen-day period set forth herein shall be deemed to begin to run, respectively, on the date of the debit or credit or on the date the notification is prepared by Bank.

11. Recording. Bank may, but shall not be obligated to, tape or otherwise record telephone conversations between Bank and Customer.

12. Third Party Transfers. Customer covenants and agrees that Customer may only use KeyBank Business Online to initiate funds transfers on its own behalf and in Customer's own name. Customer will not use KeyBank Business Online to initiate funds transfers on behalf of Customer's customers or other third parties.