



# Deutsche Bank Internet Banking Services Agreement



# Deutsche bank internet banking services agreement

## 1. General

- 1.1 This Deutsche Bank Internet Banking Services Agreement, including any amendments and addendums hereto (this “**Agreement**”), between you and Deutsche Bank Trust Company Americas, and/or Deutsche Bank AG New York Branch, (“**Bank**,” or “**we**” or “**us**”) governs your use and access of the Bank’s internet banking services accessible through the Bank’s websites and apps (“**Site**”) using a personal computer or a mobile device, including a smartphone, tablet, or similar access devices (“**Internet Banking Services**”). In this Agreement, the words “**you**,” “**your**,” and other similar terms refer to (1) an individual or entity that is the owner of an Account or (2) an individual authorized to view Account information and/or effect transactions in an Account.
- 1.2 **PLEASE READ THIS AGREEMENT CAREFULLY. WHEN YOU APPLY FOR, ENROLL IN, ACTIVATE, DOWNLOAD OR USE ANY OF THE INTERNET BANKING SERVICES DESCRIBED IN THIS AGREEMENT OR AUTHORIZE OTHERS TO DO SO ON YOUR BEHALF, YOU ARE CONTRACTING FOR ALL SERVICES DESCRIBED IN THE AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE ENTIRE AGREEMENT, AS WELL AS ANY TERMS AND INSTRUCTIONS THAT APPEAR ON A SCREEN WHEN ENROLLING IN, ACTIVATING OR ACCESSING THE INTERNET BANKING SERVICES.**
- 1.3 Some portions of this Agreement apply only to Consumer Internet Banking Services. If your Account is a business (non-consumer) Account or if you use the Internet Banking Services for a transaction not covered by the Electronic Fund Transfer Act and its implementing Regulation E, then some portions of this Agreement may not apply to you.
- 1.4 In addition to this Agreement, you have a separate Account Agreement with us for each of your Accounts. The terms and conditions of any Account Agreement will continue to apply to each of those Accounts. If this Agreement conflicts with or is inconsistent with your Account Agreement, then the Account Agreement will control and take precedence, unless this Agreement specifically states otherwise. The Account Agreement will only control with respect to the Account it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.
- 1.5 Definitions:
- “**Account**” or “**Accounts**” means your deposit account(s) at the Bank that have been designated for use with the Internet Banking Services.
- “**Account Agreement**” means the Terms and Conditions that govern your use of an Account.
- “**Consumer**” means a natural person (not a business or other entity) with an Account for which Internet Banking Services are requested primarily for personal, family or household purposes.

## 2. Description of The Internet Banking Services

### 2.1 Consumer Internet Banking Services

If you are a Consumer, the Internet Banking Services will allow you to:

- i. perform account balance and transaction inquiries on your Accounts;
- ii. transfer funds between linked Accounts (the “**Transfers**”), subject to transfer and withdrawal restrictions set forth below in this Agreement and in the Account Agreement that governs such Accounts;

- iii. register for bill payment services to pay bills or make payments (the “[Bill Payments](#)”) from your Account(s) to entities or persons in the United States (the “[Bill Payment Services](#)”) via either ACH payments or checks;
- iv. view, print and download electronic Account statements by enrolling in the eStatement service (the “[eStatement Service](#)”);
- v. initiate ACH payments to business entities or persons in the United States; and
- vi. initiate wire transfers using the Fedwire system for U.S. Dollar domestic payments.

## 2.2 Other Internet Banking Services

If you are not a Consumer, the Internet Banking Services will allow you to conduct those activities described in Section 2.1 above as well as the following:

- i. make state and federal tax payments; and
- ii. initiate foreign currency international wire transfers and U.S. Dollar international wire transfers.

## 3. Use of The Services

- 3.1 You represent and warrant to the Bank that you have the right and authority to the Accounts.
- 3.2 You agree to use the Site and the Internet Banking Services in a manner consistent with any and all applicable laws, rules and regulations as well as the terms and conditions set forth in this Agreement, on the Site, and in documentation accompanying and/or contained within the Site and the Internet Banking Services or otherwise provided to you by us or on our behalf by third parties acting as our agent (each, a “[Service Provider](#)”, or collectively, the “[Service Providers](#)”).
- 3.3 Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic transfers. This means that you may make electronic transfers on your own even though your authority to transfer or withdraw funds from an Account by some other means (such as by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any Account Agreement you have with us.
- 3.4 You agree to provide us with any additional documentation we may require to permit access to your Account. If you apply for a service through the Internet Banking Services, or ask to change an Account or service you already use with us, you agree that we can treat your application or request as if it had been made in writing and signed by you. You understand by enrolling for the Bill Payment Services, you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that we determine appropriate.
- 3.5 You will be responsible for acquiring, maintaining and operating any hardware, systems, software and telecommunications connections located at your premises and (including a connection to the Internet) that are necessary to access the Site and use the Internet Banking Services. The Internet Banking Services require no software installation, but minimum systems requirements do apply. The Internet Banking Services can be accessed through an Internet Service Provider (ISP) and an Internet browser. Please contact the Banking Service Team for a list of supported browsers and operating systems.
- 3.6 The Site and the Internet Banking Services may be inaccessible from time to time for business, technical, maintenance or other reasons. The Bank and its Service Providers will not be responsible for any losses or inconvenience caused by such unavailability periods. In such circumstances, reach out to your relationship manager, or the Banking Service Team at (866) 362-4796.

## 4. Prohibitions on Use

- 4.1 You will not: (i) access or use the Internet Banking Services for an illegal, fraudulent or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Internet Banking Services (including but not limited to fraudulent, malicious or other activities that threaten to harm or cause harm to any other person).

## 5. Service Termination, Cancellation or Suspension

### 5.1 Cancellation by you:

- i. In the event you wish to cancel the Internet Banking Services, you must contact customer service via one of the following options:
  - a. Call us at 1-866-362-4796 during customer service support hours (see Section 15.2 below);
  - b. Write to us at: Deutsche Bank, Banking Service Team, 1 Columbus Circle New York, NY 10019, or;
  - c. Contact your relationship manager.
- ii. Any payment(s) or transfer(s) the Bank has already processed before the Internet Banking Services are cancelled will be completed by the Bank. All online scheduled payments, including recurring payments, will not be processed once the Internet Banking Services are cancelled.

### 5.2 Termination or Suspension by the Bank:

- i. The Bank may, without liability or prejudice, suspend or permanently terminate this Agreement, including your access to an Account in whole or in part, or any or all aspects of the Internet Banking Services at any time without notice.
- ii. By way of example and without limiting the Bank's rights in Section 5.2(i) above, we may suspend or terminate your access to the Internet Banking Services and close your Account at any time without prior notice to you if:
  - we deem your use of the Internet Banking Services or Account to be inconsistent with the terms of this Agreement or a related Account Agreement;
  - you provide incorrect or misleading data when opening the Account;
  - you maintain an Account with a balance of less than \$1.00 for a period of 180 days or more;
  - you overdraw the Account;
  - we suspect any illegal or fraudulent activity;
  - you engage in transactions that may cause us loss or liability;
  - there are extended periods of inactivity on the Account;
  - you reside outside a state, territory, or U.S. possession in which the Account is being offered;
  - a Consumer uses the account for business or commercial purposes; or
  - you fail to fund the Account within 90 days after receiving approval of your application.

- 5.3 If you have enrolled in the eStatement Services and, pursuant to this Section, Internet Banking Services are terminated or suspended, Account statements in paper form shall be provided to you.

- 5.4 We will try to notify you in advance of any termination or suspension but are not required to do so.

## 6. Third Party Links

The Internet Banking Services may permit you to access third party Internet sites ("[Third Party Sites](#)") via "hyperlinks." The locator contained in the hyperlink is for your information only and does not constitute an endorsement of any Third Party Site. The Bank has no control over the material

appearing on Third Party Sites. The Bank makes no warrants nor assumes any responsibility for the accuracy, completeness, quality or legality anywhere of any information which is proprietary to, or prepared or derived from, any third party source or information contained in any Third Party Site. The Bank does not give any assurance or guarantee as to the security or confidentiality of any connection made by use of any such hyperlink. The Bank's privacy policies do not apply to any Third Party Site. You should consult the privacy disclosures relating to such Third Party Sites for further information.

## 7. Errors/Unauthorized Electronic Fund Transfers

- 7.1 Call us AT ONCE at 1-866-362-4796 if you believe that someone has transferred or may transfer money from your Account without your permission or if you believe your User ID or Password has been compromised. You can notify the Bank by telephone at the number above, by calling your Private Banker, or by writing to us at the following address: Deutsche Bank Trust Company of Americas, Branch Operations, 1 Columbus Circle New York, NY 10019. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your Accounts.
- 7.2 When contacting us about an error or with questions, please tell us:
- Your name and Account number (if any).
  - About the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
  - The dollar amount and date of the suspected error.
- 7.3 You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been sent to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.
- 7.4 If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
- 7.5 We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.
- 7.6 For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.
- 7.7 We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
- 7.8 These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.
- 7.9 Except as otherwise set forth in this Agreement, we will not be liable or have any responsibility of any kind for any loss or damage incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the Internet Banking Services.

## 8. Liability; Disclaimers; Indemnification

### 8.1 References to Additional Liability Provisions

In addition to the provisions on liability set forth in this Section 8 and in the Account Agreements, the following referenced Sections and brief descriptions contain additional limitations on our liability to you. These Section references and brief descriptions are here for convenience only and do not limit, modify, supersede, replace or otherwise affect in any way the language, meaning, or construction of the referenced Sections.

- i. Section 7.9: The Bank has no liability for unauthorized use of the Internet Banking Services.
- ii. Section 11.5: The Bank has no liability for delivery and other issues pertaining to Alerts.
- iii. Section 13.6: You may be liable for any unauthorized access on your Account(s).
- iv. Section 13.7: The Bank has no liability for any communications that are intercepted by others.
- v. The liability provisions in your Account Agreement(s): Refer directly to your Account Agreement.

### 8.2 Our Liability for Failure to Complete Transactions

If we do not complete an electronic funds transfer (as defined in the Electronic Funds Transfer Act and Regulation E of the Consumer Financial Protection Bureau) transaction to or from your Account on time, or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- i. If, through no fault of ours, you don't have enough available funds in your Account;
- ii. If internet connectivity was not working properly, and you knew about the malfunction when you started the transaction or transfer;
- iii. If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken,
- iv. If there are postal delays or processing delays;
- v. You have not properly followed Internet Banking Services instructions on how to make an electronic funds transfer; or
- vi. As otherwise set forth in any Account Agreement;

### 8.3 Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK AND OTHER MEMBERS OF THE, ITS AND THEIR SERVICE PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY DISCLAIM, AND SHALL NOT UNDER ANY CIRCUMSTANCES INCUR ANY LIABILITY (WHETHER UNDER FEDERAL OR STATE LAW OR IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND WHETHER FORESEEABLE OR NOT) FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE ARISING OUT OF OR IN ANY WAY RELATED TO ACCESS TO OR USE OF THE SITE OR THE INTERNET BANKING SERVICES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES RELATING TO LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, WORM, TROJAN HORSE PROGRAM OR DISABLING CODE (REGARDLESS OF THEIR SOURCE), LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ASSUME THE RISK IN USING THE SITE AND THE INTERNET BANKING SERVICES AS WELL AS TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY UNDER THIS AGREEMENT, WHETHER OR NOT THE CLAIM IS IN CONTRACT OR TORT, SHALL NOT EXCEED AN AMOUNT OF THE FEES YOU INCURRED FOR INTERNET BANKING SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED BREACH OF THIS AGREEMENT.

- 8.4 Except to the extent provided by applicable law, as a condition precedent to any liability, you must notify us in writing of any alleged breach of this Agreement as promptly as reasonably possible, but in no event later than five (5) Business Days following the day on which such alleged breach was, or could reasonably have been, discovered by you.
- 8.5 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND THE INTERNET BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SITE AND THE INTERNET BANKING SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE INTERNET BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SITE AND THE INTERNET BANKING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SITE AND THE INTERNET BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM USAGE IN TRADE AND NONINFRINGEMENT.
- 8.6 WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR SERVICE PROVIDERS MAKE NO WARRANTY THAT:
- i. THE SITE OR THE INTERNET BANKING SERVICES WILL MEET YOUR REQUIREMENTS;
  - ii. THE INTERNET BANKING SERVICES WILL BE UNINTERRUPTED, AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK, TIMELY, SECURE OR ERROR-FREE;
  - iii. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, ADVICE OR OTHER MATERIAL OBTAINED BY YOU THROUGH
  - iv. THE INTERNET BANKING SERVICES WILL MEET YOUR EXPECTATIONS; OR
  - v. ANY ERRORS, OMISSIONS OR DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED.
- 8.7 ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED FROM THE BANK OR OUR SERVICE PROVIDERS THROUGH THE USE OF THE SITE OR THE INTERNET BANKING SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 8.8 The foregoing does not limit rights that may not be waived or modified under laws applicable to you or your transactions, and some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you

#### 8.9 Indemnification

Without limiting anything in this Agreement or otherwise, you agree to indemnify, defend and hold the Bank, their Service Providers and their respective officers, directors, employees and agents, harmless to the fullest extent permitted by law from and against any and all actions, proceedings at law or in equity, claims (groundless or otherwise), liabilities, suits, losses, damages, payments, deficiencies, settlements, penalties, fines costs and legal and other expenses (collectively, the "[Liabilities](#)") arising out of:

- i. the Bank's performance of its obligations to you hereunder;
- ii. the use by you or your Agent of the Site; and
- iii. the breach by you or your Agent of this Agreement;
- iv. the use by you or your Agent of the Internet Banking Services, except to the extent such Liabilities arise out of the Bank's gross negligence or willful misconduct;
- v. your violation of any applicable law, rule or regulation in connection with your access and/or use of the Site; and any third-party claims arising out of or relating to your use of, or inability to use, the Site.

## 9. Disclosure of Account Information; Privacy

- 9.1 We may disclose information about your Accounts to consumer reporting agencies and to other persons or agencies that have a legitimate purpose for obtaining information, as more fully described in the Account Agreement for the applicable account.
- 9.2 We will only use your data and will only use your personally identifiable information in accordance with the Bank's Privacy Policy applicable to you and your Accounts. Our Privacy Policy can be accessed here: [<https://deutschewealth.com/en/articles/legal-resources-americas/us-privacy-statement.html>].
- 9.3 We use internet cookies as part of providing you with Internet Banking Services. You can read about how we use cookies here [<https://dbprivacy.com/index.html?lang=en>].
- 9.4 By accessing or using the Internet Banking Services, you understand and agree that the Bank may collect and retain information about you, your internet browser, or the device you use to access the Site, including Internet Protocol (IP) address and geolocation (if enabled on your device).

## 10. Consent to Electronic Communications

- 10.1 As part of this Agreement, you consent to receive electronic communications from us, which allows us to provide you with account-related communications electronically. Pursuant to this consent, we will deliver these communications electronically by either posting the communication to our Site or sending it to your email address on file or by other electronic means. You are responsible for providing us with a valid e-mail address to accept delivery of electronic communications and you must notify us of any changes or updates to your email address. You agree that once we email or post the communications within our Site, we have delivered the communication to you in a form that you can retain. You have the option to view, save, or print PDF versions of your account documents from the Site via desktop, tablet or mobile device.
- 10.2 In some cases, we must continue to mail paper statements, legal notices, and disclosures even if you elect to receive them electronically. The Bank is not responsible for statement non-delivery if you do not maintain a valid email address as described in Section 10.1.

## 11. Alerts

- 11.1 The Bank may automatically send you certain alert messages via email, text message, push notification, and/or by other means, including to your mobile device or to any phone number you have provided to us. These messages may include notifications about potential fraud on your accounts, debit card or credit card, recent account activity, or changes to your online profile. You can opt not to receive push notifications or text messages by turning off the settings on the Site or Bank app.
- 11.2 We provide the following types of Internet Banking Services account alerts ("[Alerts](#)"):
  - "Mandatory Account Alerts" are alerts are sent to you via email following important account activities or when certain changes are made online to your Account, such as a change in your email address, telephone number, failed transaction or if your password is changed. You cannot suppress these mandatory alerts.
  - "Optional Account Alerts, " are alerts which must be activated by you. Optional Account Alerts allow you to choose optional alert messages for your accounts. Each Optional Account Alert has different options available, and you will be asked to select from among these options upon activation of an Optional Account Alert.



- 11.3 We may add new types of Mandatory or Optional Alerts at any time.
- 11.4 We will send all Alerts to the email address you have provided as your primary email address Internet Banking Services.
- 11.5 We make reasonable efforts to provide Alerts in a timely manner with accurate information, but Alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). Accordingly, we cannot and do not guarantee the timeliness, delivery or accuracy of alerts. The contents of an Alert may be outdated by the time an Alert is sent by us or received by you, due to other activity on your Account or to delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or a third party as the result of an Alert.
- 11.6 Because Alerts are not encrypted, we will never include your password or full account number in the email. However, Alerts may include your name and some information about your accounts. Depending upon the type of Alert, information such as your account balance, or the applicable transaction may be included. Anyone with access to your email and Alerts will be able to view the contents of these messages.

## 12. E-Mail

- 12.1 Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to your address as it appears on the Bank's computer file, OR, if to the Bank, addressed to: Deutsche Bank, Banking Service Team, 1 Columbus Circle New York, NY 10019, unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by the Bank.
- 12.2 Public email transmissions may not be secure. We request that you do not send us or ask for personal, confidential or sensitive information via any general or public email system. You agree that we may respond to your email communications by use of the Internet Banking Service email feature with regard to matters related to the Internet Banking Service.
- 12.3 If immediate attention is required, you must contact the Bank by telephone or in person or through some other procedure not using the Internet Banking Services. Your email messages may be acted upon by the Bank if received in a manner and in a time providing the Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide the Bank with written notice.

## 13. Security

- 13.1 You need a username and password, or other Bank approved security and authentication controls, to access your Account through the Internet Banking Services. Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.

13.2 We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software or third-party services. To further enhance security, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators, or one-time access code.

If your device supports biometric authentication you may enable fingerprint scanning or facial recognition (whichever is supported) instead of entering a token or your password and SMS or Call one-time password (OTP) when you open the app. No biometric data is transferred or stored on Bank infrastructure. All biometric data is stored locally on your device, and neither the App nor the Bank has any access to it. You may disable biometric functions at any time in the App settings menu.

If you wish to disable biometric authentication you will be required to enter your password and SMS or Call one-time password (OTP) or token each time you open the app.

13.3 We may also require the use or activation of specific applications, Internet browser software or mobile operating system features, plug-ins and add-ons, to use the Internet Banking Services.

13.4 You can change your password within the Internet Banking Service or by contacting the Banking Services team at the toll free number in Section 7.1.

13.5 You must notify us immediately if you suspect fraudulent activity on your Account or if you believe that:

- Your password may have been lost or stolen.
- A computer or mobile device you use to access the Internet Banking Services has been lost, stolen or compromised.
- Someone viewed, downloaded or deleted electronic records regarding your Account without your permission.

13.6 In the event of unauthorized use of your username and password, or any other security or authentication technique we use, you may be liable for resulting losses, to the extent permitted by law or regulation.

13.7 You agree that we may send notices and other communications, including username and password information, to the current address and/or email address that you have provided us for our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You also agree to:

- i. keep your username and password secure and strictly confidential and;
- ii. immediately notify us and select a new password if you believe your password may have become known to an unauthorized person; and
- iii. The Bank shall treat all statements and instructions issued using a valid the username and password as having been issued by you, and that the Bank and its Service Providers shall act in reliance upon such statements and instructions.

13.8 As used herein, the term “Administrator” of an Account means (a) each individual or entity that owns such Account and (b) any other individual or entity that has been authorized to appoint an Administrator in respect of such Account. Each Administrator may designate additional users who may also use the Internet Banking Services. The Administrator may determine access levels of additional users by specifying which Internet Banking Services may be accessed. Administrators are encouraged to use this access restriction capability to help reduce losses or damages that may arise out of improper or unauthorized use of an Internet Banking Service by an additional user. Each Administrator and each additional user are appointed as your agents and are authorized to

use the Internet Banking Services individually or together, including sending payment orders to us in your name. You agree that you will be bound by any use of the Internet Banking Services or payment orders we receive in your name from any Administrator or additional users. An Administrator must contact the Bank in order to appoint an additional Administrator.

- 13.9 We may deny access to the Internet Banking Services without prior notice if we are unable to confirm any person's authority to access the Internet Banking Services or if we believe such action is necessary for security reasons.
- 13.10 By using the Internet Banking Services, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so. You agree to be bound by instructions, whether authorized or unauthorized, which we receive and implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

## 14. Internet Banking Services Fees

- 14.1 You agree to pay any and all fees associated with the Internet Banking Services, if any, and in the Account Agreement. We reserve the right to change or add fees for Internet Banking Services at any time. Advance notice of new fees or fees changes will be provided if required by law.

Section 8 and 10 Payment and Transfer Limitations re ACH and ACH Services

Section 9 Bill Payment Services

Section 13 – eStatements

Section 20 Cutoff Times

## 15. Business Days and Customer Support Hours

- 15.1 For purposes of this Agreement, our business days are Monday through Friday (each, a "Business Day"). Weekends, holidays and other days for which banks are authorized to be closed in New York City are not included. However, you can access the Internet Banking Services 24 hours a day, seven days a week, except during any time where the Site is inaccessible.
- 15.2 An agent will be available to assist you on a Business Day, Monday-Friday between the hours of 8:30am and 5:30pm Eastern Time by calling us at 1-866-362-4796. (Bill Payment transactions will be processed by the Bank only on Business Days).

## 16. Your Responsibilities

- 16.1 It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. For changes to your Payment Account or any information other than your email address within the Bill Payment Service, please contact the Banking Services Team at 1-866-362-4796. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## 16.2 You agree that:

- i. You will provide true, accurate, current and complete information about yourself as requested.
- ii. You will not misrepresent your identity.
- iii. You will not use the Internet Banking Services for unlawful purposes, or purposes that are not permitted expressly or implicitly, by the terms of the Agreement or by any applicable law or regulation.
- iv. You will comply with all rules, policies and procedures of networks through which you access and use the Internet Banking Services.
- v. You will not use the Internet Banking Services in a way that disrupts, damages, disables, overburdens, interferes, or impairs the services, the networks through which you access or use the Internet Banking Services, or with any other party's use of the Internet Banking Services.
- vi. You will not access or attempt to access any Internet Banking Services Account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such Account.
- vii. You will be responsible for and provide all computer, telephone, and other equipment, software (other than any software provided by us) and services necessary to access the Internet Banking Services.
- viii. You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Internet Banking Services.

## 17. Compliance with Law and Regulations

17.1 You undertake to be responsible for obtaining and complying with all legal, governmental and regulatory licenses and requirements applicable to use of the Site and the Internet Banking Services in any country from which you access the Site and the Internet Banking Services.

17.2 The Internet Banking Services may not be used in violation of, and must comply with the laws of, all applicable laws, the United States, including all economic sanctions laws administered by the Office of Foreign Asset Controls and the Export Administration Regulations.

17.3 If you access the Internet Banking Services from locations outside the United States, then you do so at your own risk and are responsible for compliance with local laws. The Internet Banking Services is hosted in the United States. If you are accessing the Internet Banking Services from outside the United States you may be subjecting yourself to United States law, which may differ from your local laws, including laws involving governing personal data collection, storage, deletion, processing, use, and disclosure. In your use of the Internet Banking Services, which is governed by United States law, including certain economic sanctions laws and regulations, and this Agreement, you may transfer certain personal information to the United States, you consent to that transfer, and you consent to the application of United States law. You acknowledge that your use of the Internet Banking Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Internet Banking Services and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Service except in compliance with applicable U.S. export laws and regulations.

## 18. Changes to The Agreement

18.1 Except as otherwise required by law, we may in our sole discretion add, delete, or change the terms of this Agreement at any time. We will inform you of changes to the Agreement when legally required to do so, and we will try to notify you of material changes as soon as possible even when we are not legally required to do so. We will communicate such changes by updating this Agreement on our Site, and may also communicate such changes by email, mail, and/or providing notice of change on our Site.

18.2 Your continued use of the Internet Banking Services after the effective date of any updated terms of the Agreement are posted on our Site is an agreement by you to any such change to the Agreement. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the change becomes effective.

## 19. Governing Law, Consent to Jurisdiction, and Jury Waiver

This Agreement shall be governed by and construed in accordance with federal law and (to the extent not preempted) the laws of the State of New York, without regard to its conflicts of laws provisions other than Section 5-1401 of the New York General Obligations Law, and any dispute arising out of or relating to the subject matter of this Agreement shall be decided in accordance with such law. You agree to submit to the exclusive jurisdiction and venue of state or federal court of competent jurisdiction located in the State of New York, City and County of New York over any dispute arising out of this Agreement, and you agree that such courts are convenient forums. You waive personal service of process and consent that service of process upon you may be made by certified mail or registered mail, return receipt requested, or by any reputable overnight delivery service (such as Federal Express or DHL) directed to you or at your address on the Bank's records. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

YOU AND WE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ANY RIGHT TO SEEK OR ENFORCE PAYMENT OF ATTORNEYS' FEES.

## 20. Assignment

This Agreement shall bind and inure to the benefit of you and the Bank and the Bank's successors, heirs and permitted assigns. You may not assign, sublicense, pledge or transfer any of your rights or obligations under this Agreement to any other person or entity. We may assign one or more of our obligations and/or this Agreement to others, including independent contractors or third parties or any future direct or indirect affiliate of the Bank.

## 21. Intellectual Property and Other Proprietary Rights

21.1 Other than your personal account information, all content included or available on the Internet Banking Services, such as advertisements, text graphics, button icons, images, audio clips and software, including the collection, arrangement and assembly thereof, is the property of the Bank and/or third parties, and is protected by the Copyright Act and international treaties in addition to other state and federal intellectual property laws (collectively, the "[Site Materials](#)").

21.2 The trademarks, logos, and service marks displayed on the Internet Banking Services (collectively, the "[Trademarks](#)") are the registered and unregistered trademarks of the Bank, or third parties. You may not use, copy, alter, modify, or change these Trademarks or copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site Materials for any commercial or public purpose. The Internet Banking Services does not grant (by implication or otherwise) any license or right to use any Trademarks or Site Materials without the express written permission of the Bank, or the third party that has rights to such Trademarks or Site Materials.

## 22. No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## 23. Headings

Headings are for reference only and do not define, limit, construe, or describe the scope or extent of a Section.

## 24. Severability

If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable to any extent by a court or government agency of competent jurisdiction, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby and shall remain enforceable to the fullest extent permitted by law.

## 25. No Third Party Beneficiaries

Nothing in this Agreement is intended to confer any right, remedy or claim upon any person, firm or corporation other than the parties hereto and all members of the Deutsche Bank Group and their Service Providers (each such member and Service Provider being an intended third party beneficiary of your representations, warranties and agreements herein).

## 26. Entire Agreement

In addition to this Agreement, you agree to be bound by and will comply with the requirements of the Account Agreement, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations. This Agreement contains the entire agreement between the parties with respect to the matters covered herein. No other oral or written agreement, statement or promise made by any party hereto or by any employee, officer or agent of any party hereto that is not in writing and signed by the parties is binding, and this Agreement supersedes all such agreements, statements and promises.

## 27. Notification of Regulatory Authority

This Agreement and the Internet Banking Services provided hereunder are governed by New York State and federal law. You may notify the New York State Banking Department or the Board of Governors of the Federal Reserve System at the following addresses of any violation of law related to this Agreement or the Internet Banking Services:

New York State Banking Department  
One State Street Plaza  
New York, NY 10004

Board of Governors of the Federal Reserve System  
20th Street and Constitution Avenue, NW  
Washington, D.C. 20551