

Business Deposit Account Agreement



Contents

GENERAL LEGAL AGREEMENT	4
What is the purpose of this Agreement?	4
What law governs this Agreement? Where is your account located?	4
What is a dispute?.....	4
How do we resolve disputes under this Agreement (Waiver of Jury Trial)?	4
What is the relationship between a Bank and Depositor?.....	4
How and when will we notify you of changes to this Agreement?	4
What FDIC Insurance is available?	4
What agreement applies when there is a separate agreement for a service?	4
INFORMATION ABOUT YOU AND YOUR ACCOUNT	5
What do you need to know about procedures for opening a new account?.....	5
When you open an account or are added as an authorized signer on an account, can we make credit and other inquiries about you?	5
Can we report negative account information about you?	5
How will we use your telephone number?	5
How will we use an email address you provide to us?.....	5
When can an account be closed?.....	5
ACCOUNT OWNERSHIP PROVISIONS	5
What is a business deposit account?	6
What type of account can you establish under a written trust agreement?	6
How can you pledge an account as collateral?	6
Can you transfer an account?	6
How can you change signers on an account?.....	6
What representations does a business or entity make to us when it opens an account?.....	6
What authority do agents have?.....	6
May a business deposit account have a payable on death (POD) beneficiary, also known as a Totten Trust?.....	7
INTEREST BEARING ACCOUNTS	7
How do we calculate interest for an interest-bearing account?	7
When are we required to withhold interest ("backup withholding")?	7
PROCESSING DEPOSITS AND CASHED ITEMS	7
How do we cash or accept items for deposit?	7
How should you make a deposit?	7
Can we verify checks, cashier's checks, and similar items?.....	7
What happens if a check is lost in the collection process?	8
What guarantees do you give us when you deposit a demand draft or a remotely created check?.....	8
How do you report deposit errors?.....	8
What is an endorsement and when do we require it?.....	8
If we credit your account mistakenly for funds to which you are not entitled, what can we do?.....	8
What rights do we have to verify and reverse transactions?.....	8
Who is responsible for returned items?.....	8
PROCESSING AND POSTING ORDER	8
How do we pay items presented against your account?	9
In what order do transactions post?	9
When is the posting order determined?.....	9
What happens if Bank's receipt of a transaction is delayed?.....	9
NON-SUFFICIENT FUNDS - OVERDRAFTS AND RETURNED ITEMS	9
How do we decide to decline or return an item?	9
What types of holds on your account could cause non-sufficient items?.....	10
What is Courtesy Overdraft Privilege?	10
OVERDRAFTS AND FEES CHARGED AGAINST YOUR ACCOUNT	10
FUNDS AVAILABILITY POLICY	10
What is our policy on deposit holds? When will the funds deposited be available for you to withdraw?	10
Can we hold funds longer in some cases?.....	11
Do new accounts have special rules for holds?.....	11
What other information should you know?.....	11
WITHDRAWALS	11
What checks will we cash?.....	11
Can we cash checks you write to non-customers?	11
Where can you order checks, deposit slips and other forms?	11
What is an electronic check?	11
How do we process and examine checks?	11
If you need to make a large cash withdrawal, do you need to notify us?.....	12
Can we pay postdated checks?	12
Can we pay stale dated checks?.....	12
Can we send you electronic notice of unpaid items in lieu of your check?.....	12
Under what circumstances can we offset your account(s) against a debt you owe us?	12
SUBSTITUTE CHECKS	12
What is a "substitute check"?	12
NOTICES, STATEMENTS AND COMMUNICATIONS	12
How will we deliver necessary notices to you? When is a notice effective?	12
How will we deliver account statements to you?	12
What must you do if you want to change your contact information?	12
What must you do if the Beneficial Owners change?	12
ACTIONS YOU CAN TAKE TO HELP PROTECT YOUR ACCOUNT	13
How can you stay informed?	13
Should you provide your account/other personal information in response to requests?	13
What actions can you take to reduce the risk of identity theft?.....	13
What responsibility do you have to safeguard your account(s)?.....	13
REPORTING PROBLEMS TO US	14
How can you obtain information about your account(s)?	14
What responsibility do you have to review your account statement(s)?	14
What responsibility do you have regarding an unauthorized transaction investigation?.....	14
How will business insurance affect claims against us with regard to accounts that experience fraud?	14
FOREIGN CURRENCY	14
How do we determine exchange rates?	14
How do we handle wire transfers to a foreign country?	14
What should you know about accepting foreign items?.....	15
OTHER TERMS AND SERVICES	15
What are our expectations for your compliance with laws?	15

What if there is a dispute concerning your account(s)?.....15

When must you notify us of the death or incompetence of a person on your account(s)?15

Do we have any responsibility if you use a facsimile signature?.....15

Will we ever "freeze" your account and, if so, how?15

Is our liability to you limited? When do you agree to indemnify us?.....15

How do garnishment, levies and subpoenas affect your account?.....15

Will we accept and open accounts that require multiple signatures?16

How do we use your sample signature to verify authenticity?16

How can you place a stop payment order? What do we require?16

What is unclaimed property? When do we consider your accounts abandoned?16

When will we use Subaccounts?16

ELECTRONIC BANKING 17

How can you use automated teller machines (ATM) and debit cards?....17

What limits do we place on ATM transactions?.....17

Can you use your debit card for illegal transactions?17

Do we disclose your information to third parties?.....17

How do you report errors relating to electronic fund transfer?17

How do we handle your preauthorized electronic payments?17

What liability do we have to you for incomplete transactions?17

What is our phone number and address?.....18

What is a "business day"?18

DIGITAL BANKING SERVICES 18

FUNDS TRANSFER SERVICES..... 18

What transfer fees will we charge you?.....18

How do we process and send funds transfers?.....18

How do we receive funds transfers for your account?19

What additional rules, if any, apply to ACH Debits and Credits?19

Can you make a transfer using Phone Banking?19

What is an Instant Payment?19

INTEREST / TAX REPORTING 20

UNLAWFUL INTERNET GAMBLING 20

OTHER RIGHTS APPLICABLE TO ACCOUNTS 20

Welcome to SouthState Bank, National Association.

Thank you for opening an account with SouthState Bank, N.A. We are pleased you have chosen to bank with us and look forward to serving you now and in the future.

This Business Deposit Account Agreement ("Agreement") includes the following disclosures that may be listed on your Account Agreement (herein referred to as a "signature card": "Terms & Conditions, Funds Availability, and Substitute Checks." In this Agreement, "SouthState," "Bank," "we," "our," and "us" refers to SouthState Bank, N.A. "Depositor," "you" and "your" refers to each owner and each person with the authority to deposit, withdraw, or exercise control over the funds in the account.

GENERAL LEGAL AGREEMENT

What is the purpose of this Agreement?

Please read this entire Agreement carefully and keep it in a convenient location for future reference. This Agreement, along with the other disclosures provided at the time you opened your account, govern your deposit account with SouthState and supersede all previous business deposit account agreements. The term "other disclosures" may include, but is not limited to, a separate schedule of rates, qualifying balances, specific account terms and fees. By opening an account, providing a written or electronic signature card or other agreement or contract, conducting transactions on your account, and continuing to hold an account with us, you acknowledge you have read, understand, and agree to this Agreement (as well as any future modifications, changes or supplements made to this Agreement, if any, in accordance with this Agreement) and other disclosures provided at the time of account opening.

What law governs this Agreement? Where is your account located?

Unless otherwise stated herein, your account and this Agreement will be governed by federal law and, unless superseded by federal law, by the law of the state in which your account is maintained. Generally, if you opened your account in person, it is maintained in the state in which you opened it. If you opened your account through a remote or digital channel (such as online or through our mobile application) in a state in which we have a branch at that time (or you reside within 50 miles of a branch), it is maintained in the state in which such branch is located. If you reside anywhere else, then your Account is maintained in Florida.

We reserve the right to change the location of your account in our records at any time, at our discretion. By maintaining an account with us, you submit to the personal jurisdiction of the state where your account is maintained. A lawsuit or other legal proceeding regarding your account must be brought in a proper federal court or in a court in the applicable state. If state and federal law is inconsistent, or if state law is deemed preempted by federal law, federal law governs.

What is a dispute?

A dispute is any claim, dispute, or controversy, whether arising in contract or tort, or by statute, and whether for money damages, penalties, or equitable relief, by either you or us against the other or its employees or agents, arising from or in connection with or relating in any way to this Agreement or the relationship between you and us.

How do we resolve disputes under this Agreement (Waiver of Jury Trial)?

UNLESS OTHERWISE PROHIBITED BY LAW WE AND YOU KNOWINGLY WAIVE OUR RESPECTIVE RIGHTS TO A JURY TRIAL. To the extent allowed by law, all claims, disputes, and other matters in question between us and you shall be tried by a judge sitting without a jury. This waiver includes but is not limited to those disputes arising out of, or relating to, the account, this Agreement or the validity, interpretation, enforceability, or breach thereof and any claims arising under federal, state, or common law. The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement or the account.

What is the relationship between a Bank and Depositor?

When you open an account with the Bank, a debtor/creditor relationship is created. You agree, unless otherwise expressly agreed by us in writing, the deposits in your account are general deposits. You further agree the relationship between us and you are solely that of debtor/bank and creditor/depositor, and we are not acting as your fiduciary. You agree not to bring any claim against the Bank based on an assertion that the Bank has breached a fiduciary duty.

How and when will we notify you of changes to this Agreement?

The terms of this Agreement may change at any time. We may add new terms, delete, or amend existing terms, add new accounts and services, add fees, or discontinue existing accounts or services. We may convert existing accounts or services into new accounts and services. We may also change or supplement this Agreement.

In some instances, we may make changes without prior notice to you, if the changes are made for security reasons or if we believe they are either beneficial or not adverse to you. However, we will send you advance notice of any changes to the Agreement that may have an adverse effect on your account. Notice will be provided prior to the effective date of the change as required by applicable law. These changes will be communicated to you through hardcopy or electronic written notice, which will explain the changes and instructions on how to obtain a current version of a revised Agreement at your local branch or online at our website, www.SouthStateBank.com.

On the effective date of a change, the revised version of the Agreement will govern your account and supersede all prior versions, regardless of whether you obtain a copy from your branch or online. Continued use of your account following a notice of change will indicate your acceptance of the changes. If you do not agree with a change, you may close your account as provided in the **"When can an account be closed?"** section below.

What FDIC Insurance is available?

Funds in your account(s) are insured by the Federal Deposit Insurance Corporation ("FDIC"). The standard maximum deposit insurance amount is \$250,000 per depositor for each account ownership category. The amount of insurance coverage you have depends on the number of accounts you have with us and the ownership of those accounts. If you want additional information, you may ask us, call the FDIC toll-free at 1-877-ASK-FDIC (877-275-3342), or visit the FDIC's website at www.fdic.gov.

What agreement applies when there is a separate agreement for a service?

If a service we offer has a separate agreement, and a conflict exists between this Agreement and the separate agreement, the separate agreement will control.

INFORMATION ABOUT YOU AND YOUR ACCOUNT

What do you need to know about procedures for opening a new account?

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information about each person who opens an account and the Beneficial Owners of all Legal Entity Customers. Therefore, when you open an account, we will ask for the business name, its organizational documents, address (physical and mailing), the name, address, date of birth, and social security number (or similar information) for each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of a legal entity customer and for any individual with significant responsibility for managing the Legal Entity Customer ("Beneficial Owner"), and other information that will allow us to identify you. See the "What must you do if the Beneficial Owners change?" section below for definitions and additional information. We may also ask to see and/or make copies of unexpired identification cards, such as a driver's license or other photo identification. We will take steps to ensure we have a reasonable assurance of your identity and may contact you for additional information if necessary. If we are unable to verify your identity in accordance with our policies, we will not open your account, or we may close the account if it was previously funded.

When you open an account or are added as an authorized signer on an account, can we make credit and other inquiries about you?

By accepting this Agreement, you authorize us to request information about you from consumer reporting agencies or other information agencies for the purposes of verifying your identity, determining if we should open, maintain, or close your account, or for other general business purposes. Upon your request, we will tell you whether we requested a consumer report or information from another source and provide the reporting agency's contact information.

Can we report negative account information about you?

If we close your account due to improper management of the account (i.e., overdrawn, unpaid balances), we may report negative account information to consumer reporting agencies or other account information agencies or companies. The negative reporting could impact your ability to open an account at another bank for up to five (5) years from the date of report.

If you believe we have reported inaccurate information about your account to a consumer reporting agency, written notice describing the inaccuracy should be sent to us at the following email address credit.disputes@southstatebank.com or mailing address:

SouthState Bank, National Association
P.O. Box 118068
Charleston, SC 29423

How will we use your telephone number?

When you provide your telephone number to us, you are authorizing us to place calls to you at that number. This applies to both land line phone numbers and cell phone numbers. "Calls" include both telephone calls and text messages to or from your phone or cell phone. By way of example and without any limitation, we may place calls/texts to you about fraud alerts, deposit holds, or amounts you owe us (collection calls) on your account. By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications at that number that include but are not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents. This express consent applies to each such telephone number you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur fees from your cellular provider. By maintaining an account with us, you are authorizing us to monitor and record telephone conversations you have with us for

reasonable business purposes. We will not remind you that we may be monitoring or recording a call at the outset of the call, unless required by law to do so.

How will we use an email address you provide to us?

When you provide your email address to us, you are authorizing us to send to you at that email address messages and any and all written notices required by law (unless email is expressly excluded as satisfying a notice delivery requirement.)

When can an account be closed?

We can close your account for any reason or for no reason at all. If we close your account, we will provide written notice to you as soon as reasonably possible. However, we may not provide this notice to you prior to closing the account if we believe that prior notice could result in a security risk to us or the owner of the funds in the account. Notice to any one individual on the account is considered notice to all owners and signers on the account. We will send the collected account balance to you either personally through your authorized signer or at your last known address as reflected in our account records, after withholding a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

You may choose to close your account at any time. Before you notify us to close your account, you are responsible for bringing your account to a zero balance or leaving enough money in the account to cover any accrued fees and outstanding items to be paid from the account. We will have no liability to you for any items returned as unpaid on the closed account, even if you have attempted to make a deposit to the closed account.

Your account may automatically close if the balance is zero for at least 60 calendar days.

Once your account has a zero balance, you will still be responsible for any applicable charges or fees including, but not limited to, monthly maintenance charges. You may contact us at 1-800-277-2175 to close your account to avoid such charges or fees.

In cases where we recommend you close your account and open a new account because of fraud, if you disregard our suggestion, you agree you are responsible for any and all losses, costs and expenses related to unauthorized, altered, or fraudulent transactions, and you agree to indemnify and hold us harmless for such amounts.

If any of your accounts are closed, we will return any balance, less any fees, claims, setoffs, or other amounts if the balance is greater than \$1, and we may transfer this balance from the closed account to any other open account with at least one common owner. Funds that cannot be returned or transferred may be considered abandoned under state law, and we will comply with applicable state unclaimed property law regarding such funds as more particularly described below in the section captioned "**What is unclaimed property? When do we consider your accounts abandoned?**"

This Agreement (as amended, updated, modified, or supplemented from time to time) will continue to govern matters related to your account even after the account is closed.

ACCOUNT OWNERSHIP PROVISIONS

The following provisions describe the rules applicable to the various types of business accounts available. Not all accounts may be available in your area or through the method by which your account was opened. Please contact us at 1-800-277-2175 for more information.

You agree when you open an account, the titling of the account is proper and that we have no responsibility to inform you as to how the titling may affect your legal interests. If you have any legal questions regarding your account, you should consult with your own attorney or advisor. You further agree you are solely responsible for meeting all of the requirements for establishing and maintaining the type of account you desire and for ensuring you have properly completed any applicable documents or forms. You agree to sign the documentation necessary to create the proper ownership of your account.

What is a business deposit account?

A business deposit account is any deposit account which is not held or maintained primarily for personal, family or household purposes. Examples include, but are not limited to:

- an account owned by an individual acting as a sole proprietor;
- an account owned by a general partnership;
- an account owned by a registered organization, such as a corporation, limited partnership, limited liability company, limited liability partnership or a non-profit corporation;
- an account owned by a trust or an unincorporated association;
- an account owned by a joint venture;
- an account owned by an estate;
- a trust account opened using a federal employer identification number;
- an account owned by an employee benefit plan; or
- an account owned by a governmental unit or agency, including a Native American tribal entity.

The term "account" as used in this Agreement refers to any business deposit account. You are responsible for ensuring that all authorized signers on your account are familiar with this Agreement.

What type of account can you establish under a written trust agreement?

A trustee may establish a trust account based on the provisions of a signed and notarized trust certification. In the absence of the trust certification or in addition to the trust certification, we may require evidence satisfactory in our sole discretion as to the existence of the written trust agreement, the identity of the trustee(s), and the power of any trustee to act under such written trust agreement. The trust account will be governed by applicable state law, the provisions of the trust certification, or in the absence of the trust certification, trust documentation provided to us.

How can you pledge an account as collateral?

Any account owner or any agent (acting alone) has the right to pledge the account as security for the repayment of any debt (regardless of who is obligated to repay the debt) without the knowledge, consent, or joinder of any other person. Any such pledge shall survive the acquisition, merger, consolidation, or dissolution of the owner and shall be binding on them and its successors and assigns and on all other persons who then have or thereafter acquire any interest in the account.

Can you transfer an account?

An owner may not transfer, assign, grant or negotiate an account. Instead, we will require you to close the account and open a new account in the transferee's name. Further, we will not accept or acknowledge an attempted pledge or assignment of an account or an interest in an account, including a notice of security interest.

How can you change signers on an account?

Any owner or any signer may add authorized signers to an account. To make any such changes, we may require, among other documentation, a new resolution showing that the account owner has authorized such changes and a new signature card signed by the owner and all signers on the account. No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

What representations does a business or entity make to us when it opens an account?

If the account is owned by a corporation, unincorporated association, trust, partnership, limited liability company, sole proprietorship, or other business or nonprofit entity, each person signing the signature card or any other account documents represents to us that the entity is validly and legally organized and existing and has authorized the opening of the account and each person whose name is written or typed on the signature card and/or on a resolution is authorized and has complete authority to bind the entity in all transactions regarding the account. We are authorized to follow the directions of any person designated as having authority or any person who has apparent authority to act on the entity's behalf until we receive written notice that the authority has been terminated, and we have had a reasonable time to act upon that notice. You agree to furnish us with all documents we request to evidence authority to transact business with respect to the account. We may require that any resolutions affecting the account be on our standardized forms.

What authority do agents have?

The term "agent" as used in this Agreement includes, but is not limited to, the following:

- Each authorized signer. Each person identified as an authorized signer on the signature card but not identified as an "owner" is an authorized signer/agent only and not an owner of the account;
- Any trustee designated as such in any trust account;
- Any person acting as an agent, custodian or in some other fiduciary capacity with respect to an account;
- Any person designated as an agent by any account owner; or
- Any person authorized to act with respect to an account by any resolution or other writing by any account owner, including accounts owned by any business, organization, association, and other entity.

Each agent is authorized to: cash or negotiate, in either the agent's name or the name of the account owner, any item payable to any account owner; deposit or endorse for deposit to the account of the account owner or the agent any item payable to any account owner; withdraw funds from the account; sign checks, drafts, or negotiable orders of withdrawal and otherwise draw on the account; stop payment on any item drawn on the account; draw upon any overdraft or other line of credit which may exist in connection with the account; pledge the account as security for the repayment of any debt (regardless of who is obligated to repay the debt); initiate wire transfers; authorize debits from and credits to the account; obtain or revoke debit cards and authorize and perform debit card or ATM transactions; establish or discontinue online banking services; authorize and perform transactions through our Customer Care Center and/or through Online Banking; authorize or revoke electronic fund transfers, including ACH transactions; freeze or close the account; and otherwise perform any other act relating to the account and transact any other business with respect to the account. We may rely upon any instructions we receive from your agent relating to your account. You will be responsible for all of the acts of your agent, even if your agent acts contrary to your specific instructions or your best interest or exceeds his or her authority. We are not responsible for your agent's breach of fiduciary

duty or misapplication of funds from your account.

May a business deposit account have a payable on death (POD) beneficiary, also known as a Totten Trust?

The only business deposit account that is allowed to have a payable on death beneficiary, also known as a Totten Trust beneficiary, is a sole proprietorship account wherein an individual acts as a sole proprietor. No other business deposit account is entitled to have a payable on death or Totten Trust beneficiary.

INTEREST BEARING ACCOUNTS

How do we calculate interest for an interest-bearing account?

We provide the terms related to any interest earned on your account separately in the applicable disclosure for your account.

When are we required to withhold interest ("backup withholding")?

When you open an account, you are required to provide a certified U.S. Taxpayer Identification Number (each, a "TIN") and information regarding your backup withholding status. By opening your account, you are certifying the TIN and backup withholding information you provide is complete and accurate.

To avoid backup withholding tax on accounts that earn interest or dividends, you are required to submit Internal Revenue Service ("IRS") Form W-9 or Form W-8BEN and supporting information and/or documentation to us. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If you are a nonresident alien as defined by the IRS, you must provide a Form W-8BEN. Other types of Form W-8 plus additional documentation may be required if you are a foreign partnership, foreign government, or are claiming an exemption based on Effectively Connected Income. Unless you are exempt, federal law requires us to withhold a statutory amount of interest payments ("backup withholding") if you fail to furnish a TIN, the IRS notifies us the TIN you provided is incorrect, or if you or we are notified by the IRS you are subject to backup withholding. Backup withholding is not an additional tax and can be claimed and paid to the IRS as a credit on your federal tax return. If a certified TIN is not provided at the time your account is opened, we may commence backup withholding. You must provide us with your TIN promptly after you receive it. After 30 days, if a certified TIN is not furnished, we may close your account.

If you own your account as a sole proprietor, upon your death, we must be provided with the estate's or successor's TIN or we may either refuse to pay interest earned on your account since the date of your death or withhold a portion of the interest that has been earned on your account since the date of your death.

PROCESSING DEPOSITS AND CASHED ITEMS

How do we cash or accept items for deposit?

We may refuse to accept, accept for collection only, or return all or part of any deposit. Items we accept for deposit or collection are received by us for deposit and collection only. We act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. If we accept checks or other items for deposit to your account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them.

- If we cash a check or other item for you or credit it to your account and it is not paid for any reason, we may charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the

person making the deposit.

- Each of you authorizes every other person signing the signature card to endorse any item payable to you or your order for deposit to your account or any other transaction with us.
- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit, unless you can prove our determination was erroneous. Please see the section below captioned "How do you report deposit errors?" for additional information.
- We may refuse to accept for deposit to your account items payable to another person.
- We may refuse or accept for collection all or only part of any deposit in which we, in our sole discretion, doubt the validity or collectability of payment.
- We are not responsible for errors and delays made by others in the collection process.
- We may reverse any provisional credit for items that are lost, stolen, or returned.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person from whose account it is drawn or an authorized mechanical reproduction of that person's signature.
- We may disregard information on any item which we have taken for deposit or collection other than the identification of the payor bank, the amount shown in words in the space designated on the item for such information, endorsements, and any other information encoded into the MICR line pursuant to our usual procedures.
- We are not responsible for deposits until we actually receive the deposits, and our records shall be conclusive as to our receipt of the deposits.

How should you make a deposit?

You should use preprinted deposit slips that include your account name and account number. You are responsible for verifying the accuracy of all information on the pre-printed deposit slip form upon receipt of them from the printing company. Our liability, if any, for any printing errors on the pre-printed deposit slip form obtained through us is limited to the cost of replacement. We will not be responsible or liable for any other loss or damage you sustain. In addition, if you use a blank deposit slip from one of our branches, rather than your personalized deposit slip, we are not liable to you for errors that may result from hand-written account information or if you provide an incorrect account number. Please refer to the banking agreements related to remote deposit capture, online and mobile banking services for deposit information related to mobile deposits and the sections below captioned **ELECTRONIC BANKING** for ATM-related deposit information.

Can we verify checks, cashier's checks, and similar items?

We cannot generally verify that checks, money orders, cashier's checks or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash or accept such items and we later learn that the item is fraudulent, counterfeit, or invalid for some other reason, we may charge your account for the amount of the item. This may occur even if (i) we previously made the funds available to you or (ii) this causes your account to become

overdrawn.

The Business can take advantage of tools offered by the Bank that can assist with fraudulent activity.

What happens if a check is lost in the collection process?

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. We may charge your account for the amount of the check, even if this causes your account to become overdrawn, if a check is lost during the collection process or if the financial institution on which the check is drawn gives us a copy of the check or a debit slip representing the check. A check that was lost may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

What guarantees do you give us when you deposit a demand draft or a remotely created check?

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such a draft or check was not authorized by the person(s) on whose account it was drawn.

How do you report deposit errors?

Any deposit we receive from you is not an admission by the Bank that the amount or type of deposit shown was received by the Bank. We have no duty to compare the items listed on the deposit slip with the items accompanying the slip or to perform any audit or accounting function with respect to such listing of items deposited.

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. If later, we determine the amounts you declared on a deposit slip are incorrect, we will adjust (debit or credit) your account for the discrepancy. For differences identified in an amount equal to \$5.00 or less, no research will be performed, and the deposit amount will always be in the customer's favor.

For example:

- If deposited items total \$95.50, however your deposit slip indicates \$100, no change will be made to the deposit amount.
- If the deposited items total \$104.50, however your deposit slip indicates \$100, the account will be credited \$104.50.

No notice will be mailed for discrepancies up to and including \$5.00. If we fail to identify an error made when completing the deposit slip, we will not adjust the deposit unless you notify us of the error within 60 days after we mail your account statement or otherwise make your periodic statement available to you. If this notice period has passed and you did not bring an error to our attention, the deposit amount indicated on the statement will be considered finally settled.

What are the rules regarding Night Depositories?

If you place a deposit into a Night Depository, you are doing so at your sole risk and you agree that the Bank is not liable for safekeeping, processing, or otherwise. In addition, if you make a deposit at a Night Depository, you authorize us to open and to process the contents in the usual manner of processing bank deposits, as of the banking day on which the bag is removed from the depository. You shall include in the bag an itemized deposit slip bearing your account number, and you shall retain a duplicate itemized deposit slip. You agree to hold us harmless in the event of any discrepancies in verifying currency, coin, or checks enclosed in the Night Depository Bags. If the verification discloses any

discrepancy between the amount of the deposit as shown on the deposit slip and the actual amount of the deposit received, we will promptly notify you, and you agree that our count of any currency or coin enclosed is correct and accepted. If any discrepancies are noted in verifying the deposits, you authorize us to run the deposit as written by completing an adjustment for the discrepancy on the deposit ticket such that it agrees with our count.

What is an endorsement and when do we require it?

We may accept for deposit items made payable to any one or more of the parties in whose name the account is established, with or without endorsement in the designated area on the back of the check. If you fail to endorse an item for deposit, we may, but are not required to, supply the missing endorsement. You warrant that all endorsements are genuine. We may give cash back to any one of you. We may require checks and other items you want to deposit, or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement through either an endorsement guarantee or personal identification. Please refer to the banking agreements related to remote deposit capture, online and mobile banking services for endorsement requirements.

You agree you will indemnify, defend, and hold us harmless for any loss, liability, damage, or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement. If we accept a third-party check for deposit, we may (but are not required to) require any third-party endorsers to verify or guarantee their endorsements or endorse it in our presence.

If we credit your account mistakenly for funds to which you are not entitled, what can we do?

If funds to which you are not entitled are deposited into your account by mistake or otherwise, we may deduct those funds from your account, even if this causes your account to become overdrawn, without giving you any prior notice or demand and pursue any legal remedies available.

What rights do we have to verify and reverse transactions?

At any time and without prior notice to you, we may reverse or otherwise adjust any transaction which we believe we erroneously made to your account even if you received a receipt for the transaction.

Who is responsible for returned items?

You are responsible for returned items. Any item deposited to your account, or that we cash for you, that is not paid for any reason when presented to the party obligated to pay it will be charged back against your account, even if this causes your account to be overdrawn, without regard to whether the item was returned within any applicable deadlines. You waive notice of non-payment, dishonor and protest regarding any items credited to or charged against your account.

PROCESSING AND POSTING ORDER

Posting order is the order in which transactions (debits and credits) are applied to your account during processing at the end of the business day.

Items officially post during end-of-business-day processing. Posting an item affects your "current balance." The current balance is the beginning-of-the-day balance after the prior business day's posting.

The "Memo Ledger Balance" is the amount you have in your account at a particular time that is available for immediate withdrawals or to authorize debit card transactions. The balance is adjusted throughout the day as debits and credits (collectively referred to "Pending Items") are presented against your account. Pending Items are those debits and credits we have received but have not yet settled and posted. Your Memo Ledger Balance will not reflect items the Bank has not

knowledge of, such as items contained within deposits made at the Bank. Your Memo Ledger Balance may be reduced by any holds on your account such as holds on deposits made to your account, levies, garnishments, or collateral pledges on loans.

How do we pay items presented against your account?

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the item has been deposited for collection at another financial institution, whichever is earlier. If you do not have sufficient available funds to cover the item, we will decide whether to return it or pay it, which may overdraw your account. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for non-sufficient funds at any time between the time we receive the item and when we return the item or send you a notice in lieu of return. We are required to determine your account balance only once during this time period.

In what order do transactions post?

The order in which transactions are posted to your account impacts your current balance. Posting a credit increases your balance. Credits include deposits made in our branches, direct deposits, and other deposits or credits we make. Posting a debit decreases your balance. Debits include items such as withdrawals, transfers, payments, checks, debit card transactions, and fees.

Notwithstanding any other provision in this or any other agreement or document, you agree that we may credit items to and debit items from your Account by using any method and order of posting which we choose in our sole, unilateral, and absolute discretion. In choosing such a method, we may establish processing priorities for checks and other items.

When we process multiple transactions for your account on the same day, we may group the different types of transactions into categories. At the end of each business day, our system currently posts all transactions within a category to your account by using the order below (Category 1 will post before Category 2, Category 2 will post before Category 3, etc.) Transaction types within a category generally post from lowest to highest dollar amount. Each category includes, but is not limited to, the following transaction types.

Category 1: All deposits and credits.

Category 2: Miscellaneous debits, outgoing wire transfers, and deposit corrections

Category 3: ATM withdrawals and transfers, debit card purchases, and associated card fees (International Service Assessment (ISA) and Surcharge Fees)

Category 4: In-branch withdrawals using our counter forms.

Category 5: ACH debits

Category 6: Telephone Banking and Online or Mobile Banking transfers, phone transfers done through Customer Care Center

Category 7: Checks negotiated at our branches.

Category 8: All remaining checks, by check number, lowest to highest, as funds are available. If there is not a check number or if it is unreadable, then the item will post first.

Category 9: All remaining account fees including NSF Returned Item and Overdraft Paid Item fees.

Category 10: All recurring or scheduled transfers set up in the Branch or with our Customer Care Center (not online or mobile)

We may change the priority or order in which items are processed at any time without notice to you. We are not liable for dishonoring checks or drafts presented for payment because of non-sufficient funds in your account because of the transaction posting order. Any fees, or portions thereof, unposted because of non-sufficient funds at the time of posting may be collected at a later date without prior notice, when sufficient funds are available in the account.

When is the posting order determined?

We receive credits, debits, and holds throughout the day on your account. Regardless of when during the day we receive transactions for your account, you agree we may treat them as if we received all transactions at the same time at the end of the business day.

During the day, we show some transactions as "pending". As an example, we show some transactions as pending within online banking or mobile banking services. Please note transactions shown as pending have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day.

You should note often we do not receive debits on the same day that you transact them. For example, when you use your debit card to pay for a purchase at a merchant and sign for the transaction, we usually receive an authorization request from the merchant the same day, but we might not receive the final debit card transaction for payment and posting until several days later. We may show this transaction as pending, which your Memo Ledger Balance may reflect.

We may post credits and debits to your account and report them on your statement in a different order than the order in which (i) you conduct them, or (ii) we receive them.

What happens if Bank's receipt of a transaction is delayed?

Circumstances beyond our control may result in delayed receipt of transactions. Despite any delay, we may charge or credit your account in accordance with the terms herein once we actually receive and accept the transaction. Circumstances beyond our control include, but are not limited to: a natural disaster, such as a tornado, hurricane, earthquake, or flood; emergency conditions, such as a war, terrorist attack, riot, fire, theft, or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities, or any mail or courier service; the potential violation of any guideline, rule, or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence, or fault.

NON-SUFFICIENT FUNDS - OVERDRAFTS AND RETURNED ITEMS

How do we decide to decline or return an item?

If we determine that you do not have enough available funds in your account to cover a check or other item, we consider the check or other item a non-sufficient funds item. You agree we may charge fees for non-sufficient funds items. Some merchants may attempt to collect an item by presenting it for payment more than once. We do not monitor or control the number of times an item is presented for payment. You agree that we may charge you fees for non-sufficient items each time a payment is presented if you do not have enough available funds in your account to cover the item, regardless of the number of times the item is presented for payment. This process is called representment. You understand that you may be charged multiple non-sufficient funds (NSF) fees in connection with a single debit that has been returned for insufficient funds multiple times.

We pay non-sufficient funds items at our discretion, which means we do not guarantee we will always or ever authorize and pay them. If we

overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future non-sufficient funds items. We may pay all, some, or none of your overdrawn items, without notice to you. If we do not authorize and pay an item, we will decline or return the transaction unpaid. In any case, a non-sufficient funds or overdraft fee will still apply.

If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees, and other amounts you owe us.

We may also treat as a non-sufficient funds item each deposited item returned to us unpaid that creates an overdraft.

You can avoid fees for overdrafts by making sure your account always has sufficient available funds to cover all your transactions. When your account balance includes some funds that are subject to a hold, dispute, or legal process, you should note those funds are not available to cover your transactions.

What types of holds on your account could cause non-sufficient items?

Sometimes funds in your account are not available to cover your checks and other items. When we determine funds in your account are subject to a hold, dispute, or legal process, these funds are not available to cover your checks and other items. We usually make this determination once, at the end of the day when we process items. Holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions.

What is Courtesy Overdraft Privilege?

You may be eligible for our Courtesy Overdraft Privilege ("COP") service. This service may help you avoid declined or returned items. If you participate in COP, we may pay (at our discretion) your non-sufficient funds items and fees up to your available coverage amount. At our discretion, we may pay transactions for items, including checks, ACH debits, re-presented items, in-person withdrawals, debit card transactions, and certain other electronic transactions, when your account does not have sufficient funds available. Recurring transfers scheduled through an online and /or a mobile banking service or established at one of our branch locations are not covered by COP.

You will be assessed a \$36.00 Overdraft Paid Item Fee each time an item is presented or re-presented against non-sufficient funds (NSF) in your account that we pay. You will be assessed a \$36.00 NSF Returned Item Fee each time an item is presented or re-presented against insufficient funds in your account that we return unpaid.

SouthState offers multiple services for overdraft protection including lines of credit (subject to credit approval) and overdraft sweep arrangements, which are more cost-effective options than incurring overdraft fees. For more information, visit www.SouthStateBank.com or call (800) 277-2175.

OVERDRAFTS AND FEES CHARGED AGAINST YOUR ACCOUNT

You agree to pay all fees and service charges according to the applicable **Important Information About Your Account** or the **Business Account Fee Schedule** in effect at the time the charges are incurred, or the services rendered.

We may deduct fees, overdrafts, and other amounts you owe us from your accounts under this Agreement. We may make these deductions at any time without prior notice to you. If there are not sufficient funds in your account to cover the amounts you owe us, we may overdraw

your account without being liable to you. You agree to pay immediately all fees, overdrafts, and other amounts you owe us. We may use deposits you or others make to your account, including deposits of payroll and government benefits (subject to the paragraph below), to pay fees, overdrafts, and other amounts you owe us.

You agree we may take any of the foregoing actions to collect fees and service charges you owe regardless of the source of the funds in your account and whether such funds may be exempt from any legal or equitable process. Some government payments (such as Social Security and other federal or state benefits) may be protected from attachment, levy, garnishment, or other legal process under federal or state law. If such protections would otherwise apply to deductions that we make for amounts you owe us, to the extent you may do so by agreement, you waive these protections and agree that we may use these funds to pay fees and other amounts you owe us under this Agreement.

If your account is overdrawn, you agree to immediately pay all amounts you owe us. We reserve the right to permit a deposit or credit entry to post to the account. If you owe money to us, the funds may be used to satisfy the outstanding debt owed to us. The **Business Account Fee Schedule** for your account, provided at account opening, explains the amount we will charge you regarding fees for overdrafts and for declined or returned items. Please review the **Business Account Fee Schedule** for your account carefully. If you participate in COP, please carefully review the **Courtesy Overdraft Privilege Business Account Disclosure** provided to you for the product and related fee information.

FUNDS AVAILABILITY POLICY

Our funds availability policy as outlined below applies to funds deposited into your checking account at our branch and ATM locations. Please note, we may also apply holds to funds deposited into savings accounts, money market accounts, certificates of deposit, or funds deposited using our mobile deposit service, for a period of no longer than the seventh (7th) business day after deposit. Please refer to the banking agreements related to online and mobile banking services for funds availability information for mobile deposits.

What is our policy on deposit holds? When will the funds deposited be available for you to withdraw?

Generally, we make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits or funds received through the automated clearing house (ACH), or wire transfer will be available on the business day we receive the deposit. Once the funds are available, you can withdraw the funds in cash, and we will use the funds to pay debits on your account.

If you make a deposit through a teller on any business day, we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM before 9:00 P.M. EST on any business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM at or after 9:00 P.M. EST on a business day, or if you make a deposit at any time on a day, we are not open, we will consider the deposit to be made on the next business day we are open. If you make a deposit at a Night Depository, it is considered made on the business day it is removed from the night depository.

Please refer to the banking agreements related to online and mobile banking services for funds availability information for mobile deposits. Please refer to the **Treasury Management Master Services Agreement** for information for deposits processed through remote deposit capture.

If we are not going to make all the funds from your deposit available on the first business day following the date of the deposit, we will notify you at the time you make your deposit. If the deposit is not made in person or the decision to place the hold is based on facts that become known to the bank at a later time or date, we will mail you the notice by the first business day after the day on which you made the deposit, or we have knowledge of such facts. If you need the funds from a deposit right away, you should ask us when the funds will be available. For purposes of this section, a "business day" is every day except Saturday, Sunday, and federal holidays.

Can we hold funds longer in some cases?

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check or your method of deposit, funds (i.e., scheduled, recurring internal funds transfer from a SouthState account to another) may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day following the day of your deposit.

We may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last 6 months; or
- There is an emergency, such as failure of computer or communications equipment.

We will also tell you when the funds will be available, which is generally no later than the seventh (7th) business day after the day of your deposit.

If we cash a check for you drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we will make these funds available in accordance with our funds availability policy.

Do new accounts have special rules for holds?

If you are a new customer, the special rules below will apply for the first 30 days following account opening. Funds deposited to your account through electronic direct deposit will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh (7th) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person with one of our employees, the first \$5,525 will not be available until the second business day after your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

What other information should you know?

Even after we have made funds available for you to use or withdraw

in cash, you will still be responsible for checks or other items that are returned to us unpaid and for any other problems involving your deposit. If a check you deposited is returned to us unpaid for any reason, you will have to repay us, and we may charge your account for the amount of the check, even if doing so overdraws your account.

Please note you can avoid a hold being placed on your deposits by using direct deposit or wire transfer to deposit the funds.

WITHDRAWALS

What checks will we cash?

We may cash checks payable to the owner of the account when endorsed by any signer. If you ask us to cash a check for you, we may use the proceeds in the manner discussed in the section below entitled **"Under what circumstances can we offset your account(s) against a debt you owe us?"**. We do not cash checks made payable to a business or corporation.

Can we cash checks you write to non-customers?

If you issue a check drawn on your account and a person who is not our customer seeks to cash it at one of our branches, you agree, to the extent permitted by law, we may charge the non-customer a fee as a condition of cashing the check. We may charge the fee without prior notice to you for items that are drawn on your account or that we have issued at your request. You also agree that (i) we may require the non-customer to provide additional identification and/or comply with any other security measures we may impose; and (ii) we will not be liable for wrongful dishonor for refusing to cash the check if the non-customer refuses to pay the fee or comply with our security measures.

Where can you order checks, deposit slips and other forms?

You must obtain all checks, withdrawal forms, and deposit slips either from us or adhere to the specifications set forth by us. You are responsible for verifying the accuracy of all information on these items. We will not be responsible or liable for any loss or damage you sustain from the use of checks or forms not obtained through us.

What is an electronic check?

Certain businesses may convert checks you give them into electronic debits and then send us an electronic debit ("electronic check") for the transaction amount. When we receive the electronic debit from the business, we charge it to your account. This electronic debit may be processed immediately after the business enters the transaction, so your right to stop payment could be reduced and you could incur an overdraft if your account does not have sufficient funds to cover the amount of the check at the time you write the check or authorize the transaction. The check is not sent to us, and therefore we do not have a copy of your check and have no opportunity to review the check to examine the signatures on the item. You agree that for any items we do not have the opportunity to examine, you waive any requirement to verify signatures. All electronic debits will be listed on your account statement.

How do we process and examine checks?

We process items electronically, using software which "reads" the checks. As a result, we do not individually examine all your items for dates, maker signatures, legends, or endorsements (to determine if an item is properly completed, signed, and endorsed or to determine if it contains any information other than that encoded in magnetic ink). Therefore, we cannot operationally support restrictions placed on items including but not limited to "two signatures required" or "must be presented within 90 days" (collectively referred to as "Restrictions"). You agree (i) we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner, and (ii) we are not responsible for any losses or damages you sustain resulting from our failure to abide by Restrictions.

If you need to make a large cash withdrawal, do you need to notify us?

We may require prior notice for large cash withdrawals. We can refuse an order to withdraw funds in cash or to cash an item if we believe the request is a security risk or if it would cause a hardship for us. We may require you to accept a cashier's check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to employ a courier service acceptable to us in our sole discretion and at your sole risk and expense.

Can we pay postdated checks?

A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check. In addition, you agree to waive any right you may have under the Uniform Commercial Code to give us notice of a postdated check and agree we shall not be liable for paying a postdated check before the date of the check, even if you give us reasonable notice prior to payment of the check. If you do not want us to pay a postdated check, you must place a stop payment order on the check pursuant to the stop payment provisions of this Agreement.

Can we pay stale dated checks?

We are not obligated to, but may at our option, pay or accept a check, other than a cashier's check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check pursuant to the stop payment provisions of this Agreement.

Can we send you electronic notice of unpaid items in lieu of your check?

If we decide not to pay a check or other item drawn on your account, we may return a substitute check, an image or a copy of the item or we may send an electronic notice of return. If we send an electronic notice of return, you agree any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

Under what circumstances can we offset your account(s) against a debt you owe us?

You grant us a continuing security interest in your account to secure payment of any amounts that you may owe us or any of our affiliates. Subject to applicable law, you agree that we may offset and apply funds that you maintain on deposit with us or with any of our affiliates (without prior notice or demand) to pay off any liability, debt, or other obligation, whether direct or indirect, now or hereafter existing, that you owe us or any of our affiliates, regardless of the source of such funds. Our right to offset funds in your accounts includes the right to apply part or all of the funds in your account for the satisfaction of any debt owed to us. We may charge an early withdrawal penalty on the funds that are offset from a time deposit account. Our right of offset does not apply to fiduciary accounts or where otherwise prohibited by law. We are not liable for dishonoring items presented against your account when the exercise of our right of offset results in non-sufficient funds in your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of offset.

SUBSTITUTE CHECKS

What is a "substitute check"?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

NOTICES, STATEMENTS AND COMMUNICATIONS

How will we deliver necessary notices to you? When is a notice effective?

Any notice or statement we give you concerning your account is effective when mailed or otherwise made available to you. In some cases, we may post a notice of a change in our branches, on our website, or we may deliver it electronically (if you have agreed to receive your statements and notices electronically) at the email address we have for you in our account records. We may also provide a notice as a message on your statement or as an insert with your statement.

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. Unless required by law or we have otherwise agreed in writing, we are not required to act upon instructions you give us via facsimile transmission, or you leave by voice mail.

How will we deliver account statements to you?

The statement or account information will be delivered in the manner you choose (paper or electronic) to the address (physical or electronic) we have on file for the account. We recommend you use our online and mobile banking services and receive your statements electronically.

You agree you will not receive your canceled checks. We will store images of your canceled checks as required by applicable state or federal statutes. If any of your account statements are returned to us because of an incorrect postal address or an incorrect, changed, or expired e-mail address, we may stop delivering statements or account information until you provide a valid address to us. If we stop sending statements or account information to you because what we previously sent was returned as being undeliverable, any undelivered notices, statements, and images of any accompanying checks or items paid will be available to you at any time upon your request, and you agree your statements and items have been "made available" to you under this procedure for purposes of your obligation to review your statements in a timely manner and report any irregularities to us.

You shall notify us immediately if you do not receive your statement within 10 business days of your regular statement date. We will not be liable to you for any damages because of your failure to (i) promptly notify us of a change in address, (ii) timely notify us you did not receive your statement, or (iii) make arrangements to receive your statement by mail or electronically.

What must you do if you want to change your contact information?

You are responsible for promptly notifying us in writing of any change in your name, mailing address, email address, or telephone number ("contact information"). Informing us of your address or name change on a check reorder form is not sufficient. We may also accept a change of contact information if you provide it by contacting Customer Care at (800) 277-2175. We may recognize a change of address or telephone number submitted to us by any owner, or authorized signer or agent on an account. We will attempt to communicate with you only by using the most current address we have on file, or, for certain communications, the address provided by the U.S. Postal Service, in the event you have moved and have not updated your address with the bank. To the extent provided in the Business Account Fee Schedule, we may impose an undeliverable service fee.

What must you do if the Beneficial Owners change?

Legal Entity Customers are responsible for notifying us in writing of any changes in the Beneficial Owners. Legal Entity Customer includes a corporation, limited liability company, or other entity that is created by filing of a public document with a secretary of state or similar office, a

general partnership, and any similar business entity formed in the United States or a foreign country. Legal Entity Customer does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their behalf. Beneficial Owners include each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of the Legal Entity Customer and an individual with significant responsibility for managing the Legal Entity Customer. If you fail to notify us of a change in the Beneficial Owners, we may close your account.

ACTIONS YOU CAN TAKE TO HELP PROTECT YOUR ACCOUNT

You can help prevent wrongful use of your account by taking preventive actions. You agree if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account and you reject those services, you will be responsible for any fraudulent or unauthorized transactions that you could have prevented by using the services we offered.

How can you stay informed?

You can use online banking and mobile banking services to monitor your accounts regularly for fraudulent activity.

Should you provide your account/other personal information in response to requests?

You should never provide your social security number or taxpayer identification number ("TIN") as applicable, or account information to someone who contacts you by telephone or online. We will never ask for your full account number or your social security number or TIN, as applicable, nor will we send you emails requesting this information. If you disclose your account number to another person orally, electronically, in writing, or by other means, you are deemed to authorize each item, including electronic debits, which results from your disclosure. You agree we may pay these items and charge your account. If you receive a call or email purporting to be from us, do not provide any information; instead, contact us immediately at 1-800-277-2175.

What actions can you take to reduce the risk of identity theft?

You should always take care to protect Personal Identification Numbers ("PINs"), usernames or logins, and passwords and should never share that information with anyone. You should use a combination of letters, numbers and special characters for your passwords and change them periodically, and you should never reveal personal or sensitive financial information on social networking sites. You should use caution when accepting checks, money orders, cashier checks, or other similar instruments from people or companies with which you are not familiar. We are unable to verify any such instruments are authentic or have any value. If a deposited item is returned unpaid because it is fraudulent or counterfeit, you will be liable for the full amount of the item and any related fees. We will deduct these amounts from your account. If you are uncertain about the authenticity of an item or the availability of funds, you should take the item to the bank, company or service that issued the item and redeem it for cash.

Fraudsters can steal your identity and take over your accounts by going through your trash and discarded mail and/or records. For this reason, you should shred all bank receipts, statements and unused credit card offers before you throw them away. Also, you should pay attention to missing mail. If you usually receive your statement by mail during a date of the month and you have not received it as you normally do, contact us immediately at 1-800-277-2175. Enrolling in online banking services and receiving your statements electronically is an easy way to reduce the risk that your account information could be compromised or stolen.

Other actions you can take to protect your account include the

following non-exhaustive list of preventive measures:

- Do not give anyone a blank check or permit anyone to sign your name to a check.
- Use a blue or black pen when you write or endorse a check. Complete all blanks on a check. Make sure the written and numeric amounts on the check are accurate and match and fill in all spaces completely so numbers/letters cannot be added to the check.
- Write clearly and legibly when you sign or endorse checks.
- Always use checks designed to resist tampering.
- Store blank checks and signature stamps in a secure location and check your stock frequently to confirm that you are not missing checks. If you are missing checks or if you discover that a signature stamp is missing or has been used by a third party to sign or what endorse checks, notify us immediately.
- Use only locked postal service mail delivery boxes for outgoing mail.
- Record your transactions and reconcile your accounts as soon as we make statements available to you, either in hardcopy or electronic format.
- Set up daily alerts in Online Banking for ATM and debit card activity.

What responsibility do you have to safeguard your account(s)?

You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, passwords, PINs, and personal identification. You agree to keep any account information, security code, password, PIN, or personal identification used to access your deposit or credit account(s) secure and strictly confidential and to not disclose such information to any other person. If you voluntarily disclose your account information to another person orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. You agree we may pay these items and charge your account. You have a duty to safeguard your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss.)

How do fraud-related tools protect my account?

In addition, from time to time we may make certain products and services that are designed to detect and/or deter check fraud available to you. While no product or service will be completely effective, we believe that the products and services we may offer will reduce the likelihood that certain types of fraudulent items will be paid against your account. Without limiting the foregoing, you agree that if you fail to implement the Positive Pay system or any similar successor system within a reasonable time after it is offered to you by us, you will be precluded from asserting any claims against us for paying Fraudulent Item (as defined below), that such system is designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items. As used in this Agreement, a "Fraudulent Item" is any item that is not properly payable that the Positive Pay system is designed to detect, including without limitation any item that is unauthorized, forged, or counterfeit, or on which the amount has been altered. The term "Fraudulent Item" shall not apply to forged endorsements, or, until such time as Positive Pay or a successor system is able to detect altered payee names, to altered payee names, each of which shall continue to be governed by the

provisions of the Uniform Commercial Code as though this section did not exist.

REPORTING PROBLEMS TO US

If we have a specific agreement with you for a service, or if this Agreement has specific provisions for a service (such as the **FUNDS TRANSFER SERVICES** sections below), these provisions supplement the specific agreement and provisions to the extent they are not in conflict.

You must notify us immediately if any confidential account information is lost or has become known to, or been used by, an unauthorized person. You acknowledge we have no method to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper and, therefore, authorize us to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or PIN, and agree that we shall have no liability for any loss, claim, or damage you sustain as a result of the use of your security code or personal information described above, whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other access device may be used to withdraw or transfer funds.

You agree to place a stop payment on any lost or stolen check if such item has not already been paid. You agree we shall not be responsible for paying any such item had you reported or stopped payment in a timely manner.

If you permit any person to have access to any place in which you store your checks or signature stamp, you agree the failure to keep your checks locked and secure shall constitute negligence, and we shall not be responsible for any such checks that are subsequently stolen and forged. If you find discrepancies between your records and our records, if you notice any lost or stolen checks or signature stamp, or if you notice any unauthorized or other suspicious activity regarding your account, you agree to notify us immediately upon discovery.

How can you obtain information about your account(s)?

You can obtain information about your account by visiting your local branch, telephone request, mail request, or Treasury Navigator through our Online and Mobile Banking or our website.

We believe we have adopted reasonable security measures to protect your information, but we cannot ensure against unauthorized inquiries or intrusions. You agree we are not responsible for the release of information to anyone who has gained possession of your debit card, PIN, account number, or social security number, even if you have not authorized them to obtain the information.

What responsibility do you have to review your account statement(s)?

You agree to review your statements promptly. You agree 60 days after we mail your account statement or otherwise make your account statement available to you (via our online banking services or held by us due to an incorrect address) is the maximum amount of time for you to review your statement and report any problem or unauthorized transaction related to anything shown on the statement. If you do not notify us in writing of any unauthorized signature or endorsement, a missing endorsement or any alteration or counterfeit item within 60 days from the mailing date of the statement containing the item (or the date we make it available to you), you agree (a) we will not be liable for paying any such item and you will be precluded from any recovery from us, regardless of any lack of care we may have exercised in handling your account, and (b) you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account.

In addition, if you fail to report to us any unauthorized signature or alterations on an item within 60 days from the mailing date (or the date we make it available to you) of the statement containing the first unauthorized signature or alteration, we are not liable for any subsequent unauthorized signatures or alterations by the same person. If you choose not to receive your statements, you remain responsible for reviewing and reporting any errors within 60 days from the statement's mailing date (or date we make the statement available to you). If you are absent from your account mailing address, you are responsible for making arrangements to review your statements for errors and report them in a timely manner.

What responsibility do you have regarding an unauthorized transaction investigation?

If you report to us that your account has suffered an unauthorized transaction, we may require you to confirm any such report in writing. You agree to cooperate with us in the investigation and prosecution of the loss and any attempt to recover funds, including giving us a statement under penalty of perjury, and providing any such other reasonable assistance we request, notifying and filing complaints with the appropriate law enforcement authorities, and assisting us in identifying and seeking criminal and civil penalties against the wrongdoers. If you fail or refuse to take these actions, you agree we can charge the full amount of the unauthorized item to your account.

We will have a reasonable period of time to investigate the circumstances surrounding any claim of loss, and we may, but are not required to, provisionally credit your account during our investigation. You agree you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our maximum liability is the lesser of the actual damages proved or the amount of the missing deposit or forgery, alteration, or other unauthorized withdrawal, reduced in all cases by (a) the amount you recover or are entitled to recover from any other sources and (b) the amount of the loss that could have been avoided by your use of ordinary care.

We are not liable to you for special, incidental, consequential, or punitive losses or damages of any kind, including loss of profits or for attorneys' fees incurred by you.

How will business insurance affect claims against us with regard to accounts that experience fraud?

You agree to exhaust all avenues for recovery under any applicable insurance policy before making a claim against us. We will consider your claim only after we have reviewed your insurance company's decision. You agree to provide us with any such information as we reasonably request, including the coverage, the name of your insurance carrier, policy number, policy limits and applicable retention, as well as the insurance company's decision. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. **At our request, you agree to assign to us your rights under your insurance policy.**

FOREIGN CURRENCY

How do we determine exchange rates?

If you receive an item payable in a foreign currency, we will convert it into U.S. Dollars. When we convert it, we will determine the appropriate exchange rate (in our sole, reasonable discretion) and assign that rate to your transaction, without any notice from us. You agree you bear the risk of any exchange rate changes or fluctuations.

How do we handle wire transfers to a foreign country?

When you send a wire denominated in U.S. Dollars to a foreign country, you acknowledge (a) the recipient's bank (or an intermediary third-party bank) may convert your wire into a foreign currency and (b) we may be compensated for such transaction. We are not responsible

for any exchange rate that any recipient or intermediary bank uses to convert such funds.

What should you know about accepting foreign items?

You should exercise caution in accepting items in a foreign currency. It may take months for an item in a foreign currency to be returned to us unpaid. In such instances, you agree you are wholly responsible for the unpaid, returned item and you may incur a loss. We may not credit to your account an item payable in foreign currency or drawn on a bank outside the United States until we have received the proceeds in U.S. Dollars. If we do credit your account prior to receiving the proceeds in U.S. Dollars, the credit will be provisional and (a) we may reverse it at any time or (b) adjust it based upon the final exchange rate and any applicable currency exchange fees or charges.

OTHER TERMS AND SERVICES

What are our expectations for your compliance with laws?

You agree to comply with all applicable federal, state, and local laws and regulations. You agree to indemnify and hold us harmless for any and all losses, claims, damages, costs, attorneys' fees, and expenses suffered or incurred by us purportedly arising from or in connection with your violation of this provision.

What if there is a dispute concerning your account(s)?

If we have been notified of, or we reasonably believe there is, a legitimate dispute or claim concerning your account, we may, at our discretion and without liability to you, take one or more of the following actions: (i) continue to rely on current signature cards, resolutions, and other account documents; (ii) freeze all or part of the funds until the dispute is resolved to our satisfaction; (iii) remit the funds to an appropriate court for resolution; (iv) close the account and pay any proceeds to (a) all who have or claim an interest in the account, or (b) the account owner(s) as indicated in our records; or (v) pursue any other remedy available to us under applicable law. In addition, we may, at our option, commence a lawsuit or other legal proceeding to determine the ownership of your account. You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account.

When must you notify us of the death or incompetence of a person on your account(s)?

You agree to notify us promptly if any person who is an owner or has the right to access the account dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of such death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree we may pay or certify checks drawn on or before the date of death or legal incompetence for up to 10 calendar days after such death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account. With respect to eligible trust accounts, direct deposits of federal or state benefits (i.e., social security) may be reversed, and you should maintain funds in the account for this purpose. If a deposit is reversed, we may use any legal or equitable remedy available to recover the amount of our loss if you fail to maintain funds in the account. Please contact the appropriate federal or state governmental agency for additional information.

Do we have any responsibility if you use a facsimile signature?

The use of any facsimile signature (by rubber stamp or other mechanical means) is solely for your convenience and benefit. You authorize us to pay items on your account which appear to bear a facsimile signature regardless of who placed the facsimile signature on the item or the circumstances surrounding the use of the facsimile signature, even if it was made by an unauthorized person or with a counterfeit facsimile device. We may also accept facsimile signatures as endorsements on items payable to you that are cashed or

deposited to your account. You have full responsibility to maintain the security of a facsimile signature device. We will not be liable to you if use of the facsimile device (or similar device utilized to affix your signature) was unauthorized.

Will we ever "freeze" your account and, if so, how?

We reserve the right to "freeze" or place a "hold" on your account (i.e., not permit any withdrawal or transfer) and/or to prevent any deposits or credits from being made to your account, without any liability to you, for a reasonable period of time, when (i) we have the right of offset, (ii) there are claims or disputes concerning your account, (iii) we believe your account may be subject to irregular, unauthorized, fraudulent, or illegal activity, (iv) we in good faith believe we either have a claim against you or the funds in your account, or something has occurred or is reasonably expected to occur that may result in our having a claim against you or the funds in your account, (v) we reasonably believe that doing so is necessary to avoid a loss or to reduce risk to us, or (vi) we decide to close your account. This paragraph shall not be enforced in violation of applicable law. You further agree, as a result of a hold placed on your account, we shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an "Overdraft Item," or causes any other loss or damage. If we do freeze or place a hold on your account, we will provide notice to you as soon as reasonably possible. However, we may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or the owner of the funds in the account.

Is our liability to you limited? When do you agree to indemnify us?

Our responsibility to you and to your account is limited to the exercise of ordinary care as established by the reasonable commercial standards of the banking industry. We will not be responsible to you for any loss caused by matters beyond our reasonable control including, but not limited to, wars, riots, actual or threatened terrorist acts, civil insurrection, strikes, computer failure, natural disasters, or the loss of power, communication, or transportation facilities. We will not be liable to you under any circumstances for any consequential, incidental, special, or punitive damages, regardless of whether you informed us of the possibility of such damages.

If we take any action with respect to your account pursuant to your instructions or orders or in accordance with the terms of this Agreement, or if you breach any warranty or representation provided by this Agreement or applicable law, and we incur any loss, liability, damage, cost or expense (including without limitation attorneys' fees) as a result of any claim, demand, action, suit or proceeding brought by any party, you agree to indemnify us and hold us harmless from and against such loss, liability, damage, cost or expense (including without limitation attorneys' fees) and agree to reimburse us for the amount thereof. Your liability will be joint and several. We may charge any of your accounts with us for any such losses, liabilities, or expenses without prior notice to you.

Nothing in this Agreement shall be construed to limit any rights or defenses available to us, or any warranty, indemnity or liability imposed on you, under applicable state or federal laws or regulations, or any separate agreements applicable to your accounts.

How do garnishment, levies and subpoenas affect your account?

We may comply with any garnishment, levy, court order, writ of attachment, execution, injunction, subpoena, government agency request for information, or other legal process against your account. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We will not send a notice if we believe the law prohibits us from doing so. Any such legal process against your account is subject to our right of offset and our security interest in the account. If any legal process is received against your account, we may freeze your account or turn over funds to the court or creditor as set forth in the legal process and refuse to allow

any withdrawals from the account until the garnishment, levy or other legal process is paid or released.

We are not liable to you for returning checks and other items unpaid or for refusing to permit withdrawals from your account because of any hold or turnover of funds in response to legal process. You agree you will pay all fees for any returned checks due to any such freeze or payment in response to legal process.

If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

We are not responsible for identifying or asserting your rights or exemptions, if any, in connection with any legal process. If the legal process requests information about the account owner or one or more, but not all, signers, we may release information about the owner and all signers on the account, even though the owner or some of the signers are not covered by the legal process. We have no liability to you if we accept and comply with the legal process as provided herein or by law.

Will we accept and open accounts that require multiple signatures?

We do not offer accounts that require two or more signatures to act on the account. We may act on the oral or written instructions of any one signer on the account. If you indicate on your checks, signature card disclosure, or other documents that more than one signature is required to complete a transaction, you agree that any such provision is solely for your personal or internal control purposes and is not binding on us even if we have notice of your arrangement. You cannot assert a claim against us for permitting a transaction so long as any of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

How do we use your sample signature to verify authenticity?

To determine the authenticity of your signature, we may refer to the signature card or to a check or other document on which your signature appears. We may use an automated process to reproduce and retain your signature from a check bearing your signature.

How can you place a stop payment order? What do we require?

At your request and risk, we may accept a stop payment order on a check or other item drawn on your account if we have not already paid the item. We may accept a written or oral stop payment order from any person who has a right to withdraw funds from the account. You must make any stop payment order in the manner required by law (including through our online banking services), and we must receive it in time to have a reasonable opportunity both to verify the item is unpaid and act on it before our stop payment cutoff time. You may not stop payment on a point-of-sale transaction or an ATM withdrawal or transfer. We reserve the right to charge you a fee for each stop payment order and each renewal of a stop payment order.

Because stop payment orders are handled by computers, to be effective, your stop payment order must specify the check number, date, amount of the item – in dollars and cents, and the payee. If you give us the wrong amount (even one penny off) or the wrong check number, we may pay the item. You may stop payment on any eligible item drawn on your account whether you signed the item or not. You do not have the right to stop payment on certified, or cashier's checks. Generally, if your stop payment order is given to us verbally or in writing, it is effective for six (6) months. If you notify us of the stop payment verbally, we may require you to provide your stop payment order in writing and if you do not do so, the stop payment may expire after 14 days. If you want the order to continue after six (6) months, you must ask us, in writing, to renew the order before the end of the six (6) month period and pay another stop payment fee. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We are not obligated to notify you when a stop

payment order expires. We may require a release of the stop payment request by the person who initiated the stop payment order.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment, and you establish you suffered a loss because of the payment. Our liability, if any, for paying an item subject to a valid and timely stop payment order is limited to the actual loss suffered, up to the amount of the item. We are not liable to you for any special, incidental, or consequential loss or damage of any kind.

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

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. For more information on stopping a preauthorized payment on an account, see the subsection entitled *"How do we handle your preauthorized electronic payments?"* in the section titled *"ELECTRONIC BANKING."*

Rules for stopping payment of other types of transfers of funds may be established by law or our internal procedures.

What is unclaimed property? When do we consider your accounts abandoned?

State and federal law and our policy govern when accounts are considered abandoned. Your account is usually considered abandoned if you have not made any deposits to or withdrawals from your account for the period of time specified in the applicable state's unclaimed property law. We are required by the unclaimed property laws to turn over to the applicable state those accounts considered abandoned. Before we turn over an abandoned account, we may send a notice to the address we currently have in our records or on the account statement. We may not send this notice if mail we previously sent to this address was returned. After we turn the funds over to the state, we have no further liability to you for the funds, and you must apply to the appropriate state agency to reclaim your funds. To the extent permitted by applicable state law, abandoned accounts will continue to be subject to standard account service charges, in addition to dormancy and escheat fees, as set forth on the **Business Account Fee Schedule**.

If we consider your account dormant, then (unless prohibited by federal law or the law of the state where your account is maintained) we may:

- **Charge dormant fees on the account in addition to monthly maintenance charges and other fees, and**
- **stop sending statements.**

When will we use Subaccounts?

We structure checking accounts into two sub-accounts for regulatory accounting purposes: a checking subaccount and a savings subaccount. We calculate and pay interest at the same rate and in the same way on both sub-accounts. You will not see a difference in the way your account operates. You agree we may automatically, without a specific request from you, initiate individual transfers of funds between sub-accounts from time to time at no cost to you. These transfers will be automatic transfers so your ability to use your funds through your checking account will not be affected. We record the subaccounts and any transfers between them on our internal accounting records only.

ELECTRONIC BANKING

How can you use automated teller machines (ATM) and debit cards?

We may issue you a debit card ("card") when you open an account. You will be required to activate your card and select a personal identification number (PIN) as part of the activation process. The terms and conditions that govern your use of your card are disclosed in separate agreements entitled **Business Debit Card Agreement**. Before using your card, please review the corresponding agreement carefully.

You may access your SouthState account(s) attached to your card by using your card and PIN to:

- deposit funds in your checking account(s) and savings account(s) at deposit-enabled ATMs we own or operate;
- transfer funds between your accounts;
- withdraw cash from your account(s);
- obtain your account balance(s);
- purchase goods and services (and, in some cases, withdraw cash from your account) at participating merchants (debit card only); and
- change the PIN attached to your card.

You acknowledge some of these services may not be available at all ATM terminals or all cards, and some of these services may not apply to your account(s).

What limits do we place on ATM transactions?

We reserve the right to limit the dollar amount of checks and types of checks you may deposit at our ATMs. If you use your card at an ATM owned by another bank or financial institution, we will charge you per transaction for using the ATM machines. Please refer to the **Business Account Fee Schedule** for additional information. Also, if you use an ATM not owned by us, the ATM operator or network may charge a fee (even for only a balance inquiry). If you make any transfer or withdrawal at an ATM on or after 7:30 P.M. EST, we will post your transaction on the next business day.

Can you use your debit card for illegal transactions?

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Do we disclose your information to third parties?

We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- if you give us your written permission.

How do you report errors relating to electronic fund transfer?

For information on errors relating to electronic fund transfers (e.g., online, debit card or ATM transactions) refer to the sections herein entitled **ELECTRONIC BANKING** and **FUNDS TRANSFER SERVICES**.

How do we handle your preauthorized electronic payments?

Stop Payment and Procedure. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call 1-800-277-2175 or write us at SouthState Bank, Deposit Operations, Post Office Box 118068, Charleston, South Carolina 29423, in time for us to receive your request three (3) business days or more before your payment is scheduled to be made. For recurring pre-authorized electronic fund transfers on your accounts, we keep a stop order you place in effect indefinitely. If you call, we may also require you to put your request in writing and send it to us no later than 14 days after your call. If you fail to do so, your stop payment may expire following the 14-day period. We will charge you a fee for each stop payment order you request. Please refer to the Business Account Fee Schedule for the applicable fee.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Our Liability for Failure to Stop Preauthorized Payment. If you instruct us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we do not refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

What liability do we have to you for incomplete transactions?

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer;
- if the transfer would go over the credit limit on your overdraft line;
- if the ATM where you are making the withdrawal does not have enough cash;
- if the ATM was not working properly and you knew about the breakdown when you started the transfer;
- if your computer, internet connection, mobile device or telephone did not work properly or lost its signal and was unable to complete the transfer or communicate the transfer information to us;
- if you have not authorized an online banking bill payment soon enough for your payment to be made and properly credited by the biller by the payment due date. We also have no liability if a bill payment is made timely, but the biller does not credit your payment promptly upon receipt;
- if withdrawal transfers from eligible accounts have been prohibited

by court order, such as garnishment orders or other legal process; or

- if we believe the transfer may be unauthorized and, based on that information, we do not complete the transaction, or if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions (a) as stated in our other agreements with and disclosures to you and (b) as permitted by applicable law and regulations.

What is our phone number and address?

If you believe your card and/or codes have been lost or stolen,

- call 1-800-277-2175;
- write us at:
SouthState Bank, N.A. Card Services
P.O. Box 118068
Charleston, South Carolina, 29423; or
- or contact us through Online and Mobile Banking's secure messaging.

You should also contact us (at same phone number or address) if you believe a transfer has been made using the information from your check without your permission.

What is a "business day"?

For purposes of this agreement, our business days are Monday through Friday. Federal holidays are not included.

DIGITAL BANKING SERVICES

You may elect to enroll in our Online and Mobile Banking, and Text Messaging services (collectively "Digital Banking Services") by visiting www.SouthStateBank.com or the mobile app to do so. Digital Banking Services are governed by separate agreements and disclosures, which you will receive at the time you enroll. These separate agreements and disclosures supplement the terms of this Agreement and provide additional terms and limitations for electronic funds transfers using the Online and Mobile Banking service.

We also offer other enhanced online business services, which is a separate platform from Online and Mobile Banking. To enroll in in these enhanced services, please contact your SouthState business banker. These services are governed by separate agreements and disclosures, which you will receive at the time you enroll. These separate agreements and disclosures supplement the terms of this Agreement and provide additional terms and limitations for electronic funds transfers.

FUNDS TRANSFER SERVICES

The following sections apply to funds transfers you send or receive through us. We provide separate information to you that govern the terms of some funds transfer services, including a separate agreement for Online and Mobile Banking, enhanced banking services, telephone transfers and funds transfers made in the banking centers. If you have a specific agreement for these services, the provisions below serve to supplement that specific agreement to the extent these provisions are not inconsistent with the specific agreement.

This Agreement is subject to the provisions found in Article 4A of the Uniform Commercial Code, as adopted in the state in which you have

your account with us. In general, a "funds transfer" is the process of carrying out payment orders that lead to paying a beneficiary. The "payment order" or "transfer order" is the set of instructions given to us to transfer funds. The "beneficiary" is the person or business who receives the payment.

What transfer fees will we charge you?

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. Other banks involved in the funds transfer may also charge fees. For a copy of the **Business Account Fee Schedule**, please call us at 1-800-277-2175, visit www.SouthStateBank.com or ask an employee at one of our branch locations.

How do we process and send funds transfers?

This section applies to wire transfers and transfers made between SouthState accounts or between SouthState accounts and accounts at other financial institutions. It does not apply to automated clearing house (ACH) system funds transfer services. For information regarding ACH transfers, please refer to the subsection entitled "**What additional rules, if any, apply to ACH Debits and Credits?**" below.

Cutoff Times for Transfers. We have cutoff times for processing transfer orders. Cutoff times vary depending on the particular office of our bank and the type of transfer order. We may treat transfer orders we receive after a cutoff time as if received the next business day. We tell you about our cutoff times upon request.

Amending or Canceling Transfer Orders. You may not amend or cancel a transfer order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request; however, we are not liable to you if, for any reason, a transfer order is not amended or canceled. You agree to reimburse us for any costs, losses, or damages that we incur in connection with your request to amend or cancel a transfer order. It is a requirement for some payments, including wire transfers, that you have a phone number that can receive texts or calls from the United States.

Inconsistency of Name or Number. The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the transfer order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the transfer order indicates a different bank name.

Sending Payment Orders. We may select any intermediary bank, funds transfer system or means of transmittal to send your transfer orders. Our selection may differ from that indicated in your instructions.

Notice of Rejection. We may reject transfer orders. We will notify you of any rejection orally, electronically, or in writing. If we send written notice by mail, we will do so by the end of the next business day following the date of the transfer order. We are not liable to you for the rejection or obligated to pay you interest.

Errors or Questions About Your Transfer Orders. We will notify you about certain funds transfers by listing them on your account statement. You must notify us at once if you think a funds transfer shown on your statement is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date (i) you receive the hardcopy statement or (ii) the electronic statement on which the problem or error appears is made available to you. If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

Calculations. Unless otherwise prohibited by law, if we are obligated to pay for loss of interest that results from our error or delay regarding your transfer order, we calculate compensation as follows: (i) With an interest-bearing account, we use the rate applicable to the account, and (ii) If we have a separate agreement with you specifying a different calculation method, we use that method instead.

How do we receive funds transfers for your account?

We may receive instructions to deposit funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system, or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between accounts with us.

ACH Provisional Payment Rule. Funds transfers sent through an ACH transaction are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your account statement.

Notice of Funds Transfer. We notify you we have received funds transfers by listing them on your account statement. We provide statements to you by mail or through online banking services. We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two (2) business days of crediting your account.

If you are expecting a funds transfer and want to find out if it has been credited to your account, you can access your account through online banking or mobile banking services, or telephone banking, or you can call us at 1-800-277-2175.

What additional rules, if any, apply to ACH Debits and Credits?

From time to time, originators that you authorize may send ACH credits or debits for your account. For each ACH transaction, you agree the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any and all ACH Rules then in effect. You agree we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

You hereby authorize the Originating Depository Financial Institution to initiate, pursuant to ACH Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day, we post the entry to your account. For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by 10:00 A.M. EST. If you do not timely notify us of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating depository financial institution and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Can you make a transfer using Phone Banking?

A phone transfer of funds from your account to another account of yours with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

What is an Instant Payment?

As a bank, we look for ways to improve a customer's experience by

providing transparency and confidence in payments. One way we try to support our business customers is providing products and services that allow you to move money more quickly than using checks and more securely than using cash.

In the future, as a business customer, you may be able to process an instant payment. Instant payments are a type of funds transfer that are typically completed within thirty (30) seconds of transmission of the instant payment by the sender, unless the instant payment fails or is delayed due to a review by either the receiving, or the sending, participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by one of the instant payment networks or sending participant may also prevent instant payments from being sent from or to your account.

There is no guarantee that we will make instant payments available to you, and we reserve the right not to provide access to instant payments in the future, regardless of this section. In the event we make instant payments available to you, the following terms apply to any instant payments we receive for credit to your account through an instant payments network, which may be the RTP® network operated by a third party, The Clearing House, or FedNow, operated by the Federal Reserve.

- In addition to applicable laws referenced in the Section captioned **"What law governs this Agreement?"**, the network guidelines govern any instant payments you make under Section 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.
- Instant payments networks may be used only for eligible payments between a sender and receiver whose accounts are located in the United States. You may not receive instant payments into an account not domiciled in the United States. Instant payments that are permitted under the rules of the RTP® network and our requirements are considered eligible payments for purposes of this Agreement.
- Instant payments are irrevocable and cannot be reversed. If we receive a request to return an instant payment previously credited to your account, the Bank may attempt to contact you but will have no liability for failing to do so. Any dispute between you and a sender or recipient must be resolved directly between you and the sender or recipient, and you agree that SouthState will have no liability in connection with such a dispute.
- Funds transferred before 9:00 p.m. EST on a business day show the same day's date in the transaction history. Funds transferred at or after 9:00 p.m., EST, on a business day are included in that day's Memo Ledger Balance, meaning that these funds will be available and may be used to pay transactions the same night as the deposit; however, they will show the date of the next business day in your account's transaction history.
- Funds transferred on a Saturday, Sunday or federal holiday will show the next business day's date in the transaction history.
- Interest bearing accounts will accrue interest on the daily balance in the account at the end of each business day.
- If you wish to return an instant payment, you must contact us at 1-800-277-2175.

INTEREST / TAX REPORTING

On an annual basis, we are required to report to you and the Internal Revenue Service (IRS) interest payments, rebates or bonuses that total \$10 or more on your account(s) over the course of the year. We will mail the appropriate tax filing form to the address we have on file for your account.

UNLAWFUL INTERNET GAMBLING

In accordance with the requirements of Regulation GG, this notice is to inform commercial customers that restricted transactions are prohibited from being processed through their account(s) or relationship with our institution. Restricted transactions are transactions in which credit, electronic funds transfers, checks, drafts, or other proceeds are accepted in connection with unlawful Internet gambling.

OTHER RIGHTS APPLICABLE TO ACCOUNTS

Waiver. We reserve the right to delay or waive the enforcement of any of the terms of this Agreement. Any such waiver applies only in the specific instance in which we waived the provision and will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you. No waiver or delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement.

Severability. If any provision of this Agreement is declared to be invalid, unenforceable, or illegal, that part will not affect the validity or enforceability of the remainder of this Agreement.

Change of Law by Agreement. If any term of this Agreement is inconsistent with any applicable law, then you agree this Agreement governs and the law is waived by this Agreement to the extent the law can be waived by contract.