

SouthState Bank Online and Mobile Banking Agreement 2024.4

Summary of Recent Changes

Section	Revisions
SouthState Bank Online and Mobile banking Agreement	Added new version designation.
Section 1.1	Updated language pertaining to Federal Reserve holidays.
Section 2.2	Included language for Customer Unlock feature for Online and Mobile Banking.
Section 2.3	Removed fax number and added Customer Care phone number.
Section 3.1	Added language around pending transactions and availability of funds.
Section 3.2	Added language around pending transactions and availability of funds.
Section 3.4	Removed language surrounding Bank to Bank External Transfer stop payment requests.
Section 3.6	Added language around Zelle being for Consumer use only.
Section 3.8	Removed reference to Mobile Deposit monthly fee for service and added potential placing of holds on Mobile Deposits to recently opened accounts.

1. Overview and Definitions

This SouthState Bank Online and Mobile Banking Agreement ("Agreement") governs your use of Online and Mobile Banking. The use of SouthState Bank Online and Mobile Banking requires that you read and agree to the terms and conditions of this Agreement. Any use of Online and Mobile Banking by you or anyone you authorize is your acknowledgment that you have read, understand, and agree to all terms and conditions of this Agreement. If you do not agree to the terms and conditions in this Agreement, do not register for Online and Mobile Banking.

1.1 General Definitions

- a. "SouthState Bank" "SouthState" "Bank," "we," "our," and "us," refer to SouthState Bank, N.A.
- b. "You" and "your" refer to any person that is an owner on an Account, a signer on an Account or a representative or User who has the authority to access the Account through Online and Mobile Banking and each person who has an interest in an Account or other relationship that is accessible through Online and Mobile Banking.

- c. "Account" or "Accounts" refer to your deposit and loan accounts established at the Bank, including lines of credit.
- d. "Business day" means any day Monday through Friday, except Federal holidays.
- e. "Bill Payment Service" means the bill payment service and electronic bill presentment service that you select in addition to Online and Mobile Banking.
- f. "Consumer Account" means a checking or savings Account established by an individual primarily for personal, family or household purposes.
- g. "Electronic message" means an electronically transmitted message that allows the text to be displayed on equipment in the recipient's possession (such as a modem-equipped personal computer). An electronic message is considered written notice for purposes of this Agreement.
- h. "Login ID" means the unique username that you select when establishing your Online and Mobile Banking relationship with us.
- i. "Mobile Device" means a mobile phone, personal digital assistant or tablet.
- j. "Online and Mobile Banking" means the internet-based banking service provided by the Bank, which is accessible through a computer or Mobile Device.
- k. "Password" is the secret word or phrase that you select.
- l. "Platform" refers to our Online and Mobile Banking platform which is found at <https://www.SouthStateBank.com> or in the App store or Google Play.
- m. "Transfer Instructions" are instructions you give us through Online and Mobile Banking to transfer funds between Accounts you can access through Online and Mobile Banking.

1.2 Our Agreement

Your use of Online and Mobile Banking is governed by this Agreement, our Fee Schedule, your application for Online and Mobile Banking, all implementation and enrollment forms, any user guides and instructions we provide you on using Online and Mobile Banking or any of the services, all other agreements applicable to the deposit or loan Accounts you access through Online and Mobile Banking, including without limitation the applicable Deposit Account Agreement and disclosures ("Deposit Agreement"), our privacy policy, any applicable overdraft protection agreement, the terms of use for particular services and our Platform, and any other applicable loan or Account agreement as any of the foregoing may be amended from time to time (collectively, all agreements other than this Agreement are referred to as our "Other Agreements"). Such documents, disclosures, and policies represent the sole and exclusive agreement between you and the Bank regarding Online and Mobile Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. The terms and conditions of the agreements and disclosures for each of your deposit and loan Accounts continue to apply notwithstanding anything to the contrary in this Agreement. In the event of any conflict between this Agreement and any other agreement governing your deposit or loan Accounts, this Agreement will control as to Online and Mobile Banking and related services.

By entering into this Agreement, you agree not to use Online and Mobile Banking to conduct any business, activity, restricted transactions in connection with unlawful internet gambling, or solicit the performance of any activity that is prohibited by law, or any contractual provision by which you are bound. You agree to comply with all applicable laws and regulations in connection with our Online and Mobile Banking.

1.3 Consumer Protection Provisions; Provisions Not Applicable to Non-consumer Accounts

- a. Consumer Account Provisions. Certain provisions of this Agreement apply only to Consumer Accounts, as defined herein. The consumer protection provisions of the federal Electronic Funds Transfer Act and Regulation E apply only to electronic fund transfers involving Consumer Accounts. Please refer to the Electronic Funds Transfer Initial Disclosure (Regulation E) in the Personal Deposit Agreement for more information.
- b. Non-consumer Accounts. If your Accounts are owned by an entity other than a natural person or was established primarily for business, commercial or agricultural purposes, then any Online and Mobile Banking electronic fund transfer will be considered an "authorized use," and your liability for any Online and Mobile Banking transaction relating to that Account will be unlimited, notwithstanding the provisions of the Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we may send you.

1.4 Amendments

The terms of this Agreement, any particular product or service offered via Online and Mobile Banking, applicable fees, and service charges may be amended from time to time. In such event, the Bank shall send notice to you through Online and Mobile Banking, to your e-mail address or mailing address as it appears in our current records. For Consumer Accounts, we will give you prior notice of any changes resulting in increased fees, increased liability for you, fewer types of electronic funds transfers, or stricter limits on the frequency or dollar amounts of transfers as required by applicable law, however, we will not give prior notice if an immediate change is necessary to maintain or restore the security of your Account or Online and Mobile Banking. Any use of Online and Mobile Banking after a change in terms will constitute your agreement to such change(s). You may decline changes by terminating Online and Mobile Banking, in the manner provided in this Agreement before the changes go into effect. In addition, the Bank may revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related materials.

1.5 Third Party Service Providers

We may offer third-party provider products and services ("Third-Party Services") through Online and Mobile Banking and those Third-Party Services also may be governed by separate agreements with the applicable provider. By using any Third-Party Services, you agree that we make no warranties and have no liabilities as to the accuracy, completeness, availability or timeliness of the Third-Party Services to the fullest extent of the law. The Bank and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of the Third Party Services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

2. Online and Mobile Banking Access

2.1 Minimum Hardware and Software Requirements to Use Online and Mobile Banking

To use Online and Mobile Banking, you need:

- A personal computer or internet-enabled Mobile Device with sufficient storage capacity, operating system and connection to the internet.
 - a. Microsoft Windows 10 or later or Mac OS X 10.10 or later.
 - b. Available browser updates applied for improved security that provide antivirus and spyware protection
 - c. An internet connection with a minimum of 1 Mbps download speed. (Some satellite cable connections may exhibit slow responses).
- The following internet browsers:
 - a. For Windows: Google Chrome (current and previous two versions), Mozilla Firefox (current and previous two versions), Microsoft Edge (current and previous two versions)
 - b. For Mac OS X: Google Chrome (current and previous two versions), Mozilla Firefox (current and previous two versions), Safari (current and previous two versions).

Browser support is subject to change without notice. You should use the latest version of the browser for the most secure experience.

- A valid e-mail address on file with us, and e-mail software capable of interfacing with standard e-mail protocols.

- Adobe Acrobat Reader to enroll in eStatements and to view electronic disclosures in pdf format. [Click here](#) to download a free copy. Alternatively, all electronic disclosures are available in html format.
- In order to access Online and Mobile Banking through your Mobile Device, in addition to the above requirements you must download our App or access Online and Mobile Banking through the internet browser on your Mobile Device. In addition, you must have SMS text messaging capability to access certain features. The Services may not be fully compatible with all models, versions or operating systems of the Mobile Device.

We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an internet service provider. You also are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), software providers (other than software that we may provide you) and/or internet service fees that may be assessed by your communications carrier and/or internet service provider. You are responsible for installation, maintenance, and operation of your computer or Mobile Device used to access Online and Mobile Banking and any of its Services. We do not provide any warranties that you will be able to access Online and Mobile Banking from a foreign country, especially if you are attempting to access Online and Mobile Banking through a Mobile Device.

2.2 Access to Online and Mobile Banking

In addition to the hardware and software requirements above, in order to access Online and Mobile Banking you must have an open Account with us, must establish a Login ID and Password and comply with other Bank approved security and authentication controls and procedures, such as the use of sending secure access codes through email or SMS messaging. If you do not successfully provide the information requested, we may, at our sole discretion, (a) require you to contact us by phone or in person or at a branch for further validation of identity, (b) limit, suspend, or terminate your access to some or all of Online and Mobile Banking, or (c) take any security precautions we deem appropriate to prevent unauthorized use of Online and Mobile Banking. You may change your Password at any time. We recommend that you change your Password regularly and memorize it. Do not write it down. It is your responsibility to remember your Password; we do not maintain a record of it. You are able to reset your Password through Online and Mobile Banking or by contacting our SouthState Bank Customer Care Center at 1-800-277-2175 during business hours: Monday through Friday 7:00 a.m. - 8:00 p.m., Saturday 8:00 a.m. - 5:00 p.m. You may unlock your Online and Mobile Banking profile by inputting requested information and validating the receipt of a secure access code through email or SMS messaging.

2.3 Electronic Disclosures and Communications; E-Sign Act Consent and Withdrawal of Consent

- Consumer Accounts.** The Electronic Signatures in Global and National Commerce Act ("E-Sign Act") gives consumers certain rights relating to electronic disclosures, notices, agreements, and other electronic records and communications (collectively, "electronic information"). You must affirmatively consent to receive this information electronically, and by clicking "agree," "consent," or otherwise making a similar indication of consent in connection with this agreement or other electronic information, you are consenting to receive electronic information. Your consent will apply to Online and Mobile Banking and your other banking relationships with us. You have the option to receive this information on paper even after your consent (by calling 1-800-277-2175—see item b below titled "All Accounts" for more complete information). There is no charge for paper copies of this information. You also have the right to withdraw your consent to receive electronic information at any time (see item b below titled "All Accounts" for the address for sending notice of withdrawal).

See Section 2.1 of this Agreement for the minimum hardware and software requirements for you to receive electronic information. You must notify us through the Online and Mobile Banking Platform under the Contact Information section of the Preferences tab, through secure messaging or at 1-800-277-2175 if your e-mail address changes so that you may continue to receive certain electronic information by e-mail. Even when you have consented to receive electronic information, we may still provide certain information in paper form at our discretion and in accordance with law.

- b. **All Accounts.** Unless otherwise required by applicable law or pursuant to your written request, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be provided to you electronically, including by sending it to your e-mail address as reflected in our then current records. You agree that we may send or otherwise provide notices and information about our products or services to you electronically, to the extent allowed by law and subject to item (a) above titled "Consumer Accounts."

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.

Any notice we give you concerning Online and Mobile Banking and/or your Accounts is effective when we send you an electronic message or when we mail or deliver the notice to you at the address, we have for you in our Account records. This notice is supplemental to any additional changes that may be contained within the disclosure, such as fee changes that may take place at a later date. Those subsequent changes will become effective at the date and time indicated in the disclosure. Otherwise, all other terms contained in the notice are effective at the time the electronic message is delivered to you at the address we have for you in our Account records. Any notice we send you will be deemed to have been received by you within three days of being sent. If any of your Accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving our electronic message. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices and other communications regarding Online and Mobile Banking will be provided to you within our Online and Mobile Banking Platform. You can obtain free copies of any of these documents by contacting our SouthState Bank Customer Care Center at 1-800-277-2175 during business hours: Monday through Friday 7:00 a.m. - 8:00 p.m., Saturday 8:00 a.m. - 5:00 p.m.

You will continue to receive all of the paper Account statements and similar Account material that you currently receive by mail, unless you are enrolled in eStatements.

If you wish to withdraw your consent to receive communications provided in electronic form, you must unenroll in the Online and Mobile Banking Platform, contact us using Secure Mail via the Message Center, notify us in writing at Attn: Online and Mobile Banking P.O. Box 118068 Charleston, SC 29423 or by contacting us at 800-277-2175. Further information regarding e-mail and secure messaging is set forth below. You agree that these are reasonable procedures for sending and receiving electronic communications.

2.4 Use of Your Login ID and Password

When you sign onto Online and Mobile Banking using your Login ID and Password or other security credentials such as Passcode or Challenge Code, you authorize us to follow the instructions we receive relating to your Accounts and to charge and credit your Accounts according to those instructions. You agree to keep all Login ID and Password information and any other security or authentication information used by Online and Mobile Banking confidential and to take all reasonable precautions to protect the secrecy of this information. We will not be liable or responsible for any loss incurred as a result of your failure to protect the secrecy of this information except as provided by applicable law or regulation. You acknowledge that no person from the Bank will ever ask for your Password and that our employees do not need and should not ask for your Password. You therefore agree never to provide your Password to anyone claiming to represent us. **If you give your Login ID or Password or other security or authentication information or make it available to another person, you authorize that person to access your Accounts through Online and Mobile Banking and to give the Bank instructions relating to your Accounts as an authorized user, unless you are fraudulently induced to provide the information. This authorization for any transaction deemed to have originated from an authorized user includes Bank-to-Bank transactions, as described in the Online and Mobile Banking Agreement. You also authorize us to comply with those instructions even if that person exceeds your authorization. The Bank has no responsibility for establishing the identity of any person who uses your Password or other**

security or authentication information. You agree that you are liable for any transaction received by the Bank that includes your Password, unless you were fraudulently induced to provide the information.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online and Mobile Banking transaction facilitated through the Platform:

- i. initiated by you, at your direction, with your Login ID and Password, or with your consent (whether expressed or implied),
- ii. initiated by an agent with respect to any Account which you may access through Online and Mobile Banking,
- iii. initiated by a member of your household, whether or not related to you,
- iv. initiated by any person (or that person's agent) who is the owner or co-owner of any Account which you may access through Online and Mobile Banking,
- v. which results in the transfer of funds between Accounts you may access through Online and Mobile Banking, even if subsequent transfers out of the Accounts benefit someone else,
- vi. which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable), or
- vii. which you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

Any person initiating the foregoing transactions will be deemed an authorized user except to the extent prohibited by applicable law or regulation.

2.5 Security; Reliance on Your Instructions

You understand the importance of your role in preventing misuse of your Accounts through Online and Mobile Banking and you agree to promptly examine your periodic paper and/or electronic statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, your Login ID and Password, other security or authentication information, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your Account may allow unauthorized access to your Account. Your Login ID and Password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via Online and Mobile Banking utilizes identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that Online and Mobile Banking is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online and Mobile Banking, or e-mail transmitted to and from us, will not be monitored and read by others. We recommend that you use the secure messaging feature within Online and Mobile Banking to communicate with us.

We will rely and act on instructions we receive through Online and Mobile Banking. You are responsible and liable for those transactions to the extent allowed by law and as provided in this Agreement and all of our Other Agreements with you. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. You agree that you have been provided with a disclosure of the security procedures that will be used to authenticate transactions through Online and Mobile Banking. You agree that those security procedures, including without limitation the use of the Login ID, Password, other security or authentication information, and identification technology as described herein, are commercially reasonable security procedures for the Online and Mobile Banking services you utilize and that we may rely upon any instructions we receive upon authentication using these agreed upon security procedures. We may update the security procedures at any time in our sole discretion. Your implementation and use of the revised security procedures constitutes your agreement to the changes and your agreement that the procedures are commercially reasonable.

You should safeguard your computer and Mobile Device against loss or theft. If your Mobile Device is lost or stolen, report it immediately to us and your wireless provider.

2.6 Virus and Other Protection

You are responsible for taking and maintaining security precautions to protect your computer, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using Online and Mobile Banking. We encourage you to routinely scan your PC, Mobile Device, and diskettes using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an internet connection. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your Accounts. If we learn, or have reason to believe, any computer you use to access Online and Mobile Banking is compromised and not secure, whether such potential or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel or limit your access to Online and Mobile Banking without prior notice to you. If, after suspending, canceling or limiting your access to Online and Mobile Banking, we reactivate your prior access, you may have to re-establish some or all of your previously established settings, preferences, payment models and previously scheduled transactions. **You agree that we are not responsible for any viruses, firewalls, Malware, or similar devices or programs that you may encounter when using Online and Mobile Banking, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.**

2.7 Disclosure of Account Information

- a. **Confidentiality.** You acknowledge that in connection with your use of Online and Mobile Banking, the Bank and its affiliates and Third Party Service Providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software. We will only disclose information to third parties about your Account or transactions you make under the following circumstances:
 - I. Where it is necessary for the provision of Online and Mobile Banking and for completing transactions;
 - II. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
 - III. In order to comply with government or court orders, or other reporting requirements; or
 - IV. Otherwise in accordance with our Privacy Policy.

The Bank and its affiliates and Third Party Service Providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

- b. **Data Analytics.** You acknowledge that in connection with your use of the Services, SouthState and its affiliates and Third Party Service Providers, may receive data about your usage of the Services (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with the Services or the Software. SouthState and its affiliates and Third Party Service Providers will maintain reasonable safeguards to protect the

information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

2.8 Accounts You May Access – Deposit Accounts and Linked Credit Lines and Loans

Subject to any restrictions we may impose from time to time, you may access any of your deposit Accounts at the Bank through Online and Mobile Banking. All deposit Accounts and line of credit Accounts on which you are an Account owner, authorized signer or borrower may be linked. If you have a line of credit (e.g., overdraft protection), you agree that the available portion of a line of credit may be accessed through Online and Mobile Banking. You understand and agree that the provisions of the agreement relating to your line of credit will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid Account service charges, and direct advances resulting from your use of Online and Mobile Banking. If your Consumer Account shares a Login ID with a business account on which you are an authorized signer, you acknowledge and agree (i) the business account user(s) may view the Consumer Account information and initiate transactions from your Consumer Account; (ii) the Consumer Account user(s) may view the business account information and initiate transactions from your business account; (iii) you will continue to use the business account solely for business purposes and not for personal, family, or household purposes; and (iv) your liability for transfers from business accounts remains unlimited, notwithstanding any agreements or disclosures governing your Consumer Account.

2.9 Restrictions on Use

You agree not to use the Online and Mobile Banking Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose SouthState, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

3. Services Available

Some of the services described below may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via Online and Mobile Banking and any of the services at any time, or limit eligibility for these services, in our sole discretion.

We may also, from time to time, introduce new services or enhance existing services. By using new or enhanced services when they become available, you agree to be bound by the terms governing each service.

3.1 Obtaining Account Information

By using Online and Mobile Banking, you can get Account information conveniently and immediately on your Account. Balance information shown for your deposit Accounts is for the "Current Balance" as of the date and time you check your deposit Account information through Online and Mobile Banking. The Current Balance is the prior day's balance less any holds and includes certain debits and credits which have taken place since the close of the previous banking day, for example, ATM deposits and withdrawals, cash deposits, wire transfers and other online activity (indicated as pending transaction). Pending Transactions are transactions that have been initiated but not finalized, these transactions may not be included in the balance used to pay certain items. The use of deposits with a pending status may result in an overdraft and fees being charged to your account. Transaction history information is available for your current statement cycle plus the previous statement cycle.

3.2 Transferring Funds

You can make the following transfers using Online and Mobile Banking. Deposits and other credits in a pending status may or may not post the same day, therefore using these funds to complete a same day transfer to another SouthState account may overdraw the balance and result in overdraft fees being charged to your account:

- a. **Internal Transfers with Other SouthState Bank Accounts:**
 1. Transfers Between Deposit Accounts – You can transfer funds between your deposit Accounts with us (i.e., checking or savings Accounts).
 2. Transfers from Your Deposit Accounts to a Loan Account – You can transfer funds from a deposit Account to a loan Account to make loan payments.
 3. Transfers from Lines of Credit – If you have a line of credit with us, you may use Online and Mobile Banking to obtain an advance on that line, within your credit limit, and deposit it to a deposit Account.
 4. Transfers from Loans – In the future, we may offer the capability of making transfers of loan funds to your deposit Accounts. If we do offer the feature, you will be told when you obtain the loan.
- b. **Bank to Bank Transfers** – Other than with respect to Serviced Mortgage Loan accounts (as defined below), for consumer deposit accounts, you may transfer funds to and from your SouthState Bank Accounts to/from your accounts at other financial institutions in the United States, including brokerage accounts. International transfers are not supported. For purposes hereof, the term "Serviced Mortgage Loan" means any loan serviced on the Bank's behalf by Dovenmuehle Mortgage, Inc.
- c. **Bill Payments** – If you sign up for the Bill Payment Service, you may pay bills directly from your checking Accounts in the amounts and on the days you request. Bill Payment Service transactions are processed by one or more third party service providers which we have engaged to render the service on our behalf. Refer to the Bill Pay Terms of Service for additional information.
- d. **Zelle Payment Service** (Person-to-Person Payment Service) – For consumer deposit Accounts, if you enroll in the Bill Payment service and the Zelle Payment Service you may initiate a payment to a party maintaining a deposit account at an institution within the United States or you may receive a payment from a third party within the United States. Refer to the Bill Pay Terms of Service for additional information. Your use of Online and Mobile Banking to conduct these services is subject to the terms and limitations stated in this Agreement, any other applicable agreement, and the applicable instructions and disclosures we provide you. This Agreement, our Other Agreements with you, and our disclosures may limit your ability to initiate transactions, including limits or restrictions on the number and dollar amount or types of transactions that we may from time to time impose. As new services become available, by your use of such services, you agree to be bound by

this Agreement and amendments to this Agreement regarding the new services and any additional rules which we provide you concerning the new services.

3.3 Internal Transfers with Your Other SouthState Bank Accounts

Subject to any applicable transfer limitations, Online and Mobile Banking permits you to transfer funds from a deposit Account to any other deposit Account, from a deposit Account to a loan Account to make payments, and from the available portion of your line of credit with us to a deposit Account. For your purposes, the term "deposit Account" includes checking, savings, time deposit and IRA accounts. In the future, Online and Mobile Banking may also permit you to transfer loan funds from a loan to a deposit Account. Online and Mobile Banking allows you to choose when and how often a transfer should occur. You can choose for the transfer to occur (a) on the same day ("Same Day Transfers") or (b) at some point in the future (and to even recur) ("Recurring/Future Dated Transfers"). The "transfer date" is the date you enter for the transfer of funds from one Account to another.

- a. **Same Day Transfers.** A Same Day Transfer is a one-time transfer of funds for immediate use. A Same Day Transfer that transfers funds (i) from a deposit Account to another deposit Account, line of credit or loan Account or (ii) from a line of credit or loan Account (when available) to a deposit Account will generally be credited on the transfer date if (Y) the transfer date is a Business Day and (Z) we receive your instruction to transfer the funds to your deposit Account, loan Account or line of credit no later than 9:00 p.m. Eastern Standard Time on the transfer date.

For example, if you transfer funds from Account 1 to Account 2, the funds will be debited from Account 1 and credited to the available balance in Account 2 on the transfer date as long as the transfer request is made on a Business Day prior to 9:00 p.m. Eastern Standard Time. As a result, the funds will be available immediately upon the transfer for withdrawal from Account 2 through an ATM or debit card transaction or at a teller window, and will also be available to honor checks or other items presented for payment against Account 2 in the nightly processing following the transfer. If we receive your transfer instructions after 9:00 p.m. Eastern Standard Time, we will credit the transferred funds to your Account as of the next Business Day following the date you initiated the transfer.

- b. **Recurring/Future Dated Transfers.** A Recurring/Future Dated Transfer allows you to choose when the transfer should occur in the future and how often, such as a one-time transfer on the 15th day of a particular month or a recurring transfer on the 15th day of every month. A Recurring/Future Dated Transfer (i) from a deposit Account to a different deposit Account, a loan Account or a line of credit or (ii) from a line of credit or a loan Account (when available) to a deposit Account may take up to one (1) Business Day after the Recurring/Future Dated Transfer date to credit to such Account.

For example, you initiate a Recurring/Future Dated Transfer to occur on the 15th day of each month. If the Recurring/Future Dated Transfer transfers funds from Account 1 to Account 2 on the 15th, we will debit Account 1 on the 15th and will credit Account 2 up to one (1) Business Day later. As a result, the funds may not be available in Account 2 for any purpose until one (1) Business Day following the Recurring/Future Dated Transfer date.

If a Recurring/Future Dated Transfer date is a non-Business Day, then we will transfer the funds on the first Business Day following the Recurring/Future Dated Transfer date (the "actual transfer date") and will credit the appropriate Account up to one (1) Business Day following the actual transfer date.

3.4 Bank to Bank Transfers

1. **Introduction.** This Section of the Agreement applies to your use of the Bank to Bank Transfer Service (as defined below) and the portion of the Platform through which the Bank to Bank Transfer Service is offered.

2. **Description of Bank to Bank Transfer Service.** The Bank to Bank Transfer service (the "Bank to Bank Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions.
3. **Definitions.**
 - a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
 - b. "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
 - c. "Affiliates" are companies related by common ownership or control.
 - d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
 - e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Bank to Bank Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Bank to Bank Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
 - f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
 - g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
 - h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Bank to Bank Transfer Service to you on our behalf.
 - i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Bank to Bank Transfer Service for a transfer of funds.
4. **Service Providers.** We are offering you the Bank to Bank Transfer Service through one or more Service Providers that we have engaged to render some or all of the Bank to Bank Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Bank to Bank Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Bank to Bank Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Bank to Bank Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.
5. **Authorization and Processing.**
 - a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
 - b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in the section titled Bank to Bank Transfer Service Fees and Additional Charges; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in the section titled Bank to Bank Transfer Service Fees and Additional Charges. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
 - c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - i. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;

- ii. The Bank to Bank Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - iii. The transfer is refused as described in Section titled Refused Transfers below;
 - iv. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
 - d. It is your responsibility to ensure the accuracy of any information that you enter into the Bank to Bank Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
6. **Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Bank to Bank Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You have the ability to log in to the Platform to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Bank to Bank Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.
7. **Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Bank to Bank Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
8. **Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact Customer Care Center at 1-800-277-2175 for the Bank to Bank Transfer Service pursuant to 4.4 or 4.5 as applicable. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
9. **Bank to Bank Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Bank to Bank Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Bank to Bank Transfer Service or Site. Any applicable fees will be charged regardless of whether the Bank to Bank Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Bank to Bank Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Bank to Bank Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The section titled Failed Or Returned Transfer Instructions applies if you do not pay our fees and charges for the Bank to Bank Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; the section titled Failed Or Returned Transfer Instructions should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.
10. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
11. **Returned Transfers.** In using the Bank to Bank Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.
12. **Notices to Us Regarding the Bank to Bank Transfer Service.** Except as otherwise stated herein, notice to us concerning the Platform or the Bank to Bank Transfer Service must be sent by postal mail to:
SouthState Bank

Online and Mobile Banking Department
P.O. Box 118068
Charleston, SC 29423

We may also be reached at SouthState Bank Customer Care Center: 1-800-277-2175 for questions and other purposes concerning the Bank to Bank Transfer Service. We will act on your telephone calls as described in section 4.4 as applicable, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. **Notices to You.** You agree that we may provide notice to you by posting it on the Platform, sending you an in-product message within the Bank to Bank Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Bank to Bank Transfer Service setup or customer profile.
14. **Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents.
15. **Receipts and Transaction History.** You may view your transaction history by accessing the Bank to Bank Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
16. **Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Consumer Privacy Notice and our Online Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Bank to Bank Transfer Service, you agree to keep the information confidential and only use it in connection with the Bank to Bank Transfer Service.
17. **Eligibility.** In addition to other eligibility requirements provided for herein, the Bank to Bank Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Bank to Bank Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Bank to Bank Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
18. **Prohibited Transfers.** The following types of transfers are prohibited through the Bank to Bank Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:
 - a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 - b. Transfers that violate any law, statute, ordinance or regulation; and
 - c. Transfers that violate the Acceptable Use terms in the section titled Acceptable Use below; and
 - d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
 - e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in the section titled Notices to Us Regarding the Bank to Bank Transfer Service above of any violations of the Agreement generally.

19. **Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Bank to Bank Transfer Service, regardless of the purpose of the use, and for all communications you send through the Bank to Bank Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Bank to Bank Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Bank to Bank Transfer Service or the portion of the Site through which the Bank to Bank Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Bank to Bank Transfer Service, or interfere or attempt to interfere, with the Site or the Bank to Bank Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in the section titled Notices to Us Regarding the Bank to Bank Transfer Service above of any violations of the Agreement generally.
20. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
21. **Failed or Returned Transfer Instructions.** In using the Bank to Bank Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
 - b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible

Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.
22. **Information Authorization.** Your enrollment in the applicable Bank to Bank Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Bank to Bank Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Consumer Privacy Notice, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Bank to Bank Transfer Service, to authenticate you when you log in, to send you information about the Bank to Bank Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Bank to Bank Transfer Service and the content and layout of the Platform. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Bank to Bank Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Bank to Bank Transfer Service.
- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
 - b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.
23. **Bank to Bank Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Bank to Bank Transfer Service, you may contact us as set forth in Section 4.12 herein. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Bank to Bank Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.
24. **Intellectual Property.** All marks and logos related to the Bank to Bank Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Bank to Bank Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Bank to Bank Transfer Service, the portion of the Platform through which the Bank to Bank Transfer Service is

offered, the technology related to the Platform and Bank to Bank Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Platform or Bank to Bank Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

25. **Password and Security.** If you are issued or create any password or other credentials to access the Bank to Bank Transfer Service or the portion of the Platform through which the Bank to Bank Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Bank to Bank Transfer Service without your consent, you must inform us at once at the telephone number provided in the section titled Notices to Us Regarding the Bank to Bank Transfer Service herein regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
26. **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Bank to Bank Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Bank to Bank Transfer Service. We also do not guarantee the identity of any user of the Bank to Bank Transfer Service (including but not limited to recipients to whom you send transfers).
27. **Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Platform or the Bank to Bank Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Bank to Bank Transfer Service for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
28. **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Platform or the applicable Bank to Bank Transfer Service.
29. **Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Bank to Bank Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
30. **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
31. **Exclusions of Warranties.** THE SITE AND BANK TO BANK TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR BANK TO BANK TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE

INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

32. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE BANK TO BANK TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE BANK TO BANK TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE BANK TO BANK TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE BANK TO BANK TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE BANK TO BANK TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE BANK TO BANK TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE BANK TO BANK TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE BANK TO BANK TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE BANK TO BANK TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

3.5 Bill Payment Service.

Through Online and Mobile Banking, if you are age 18 or older and have a checking account established with the Bank, you can access the Bill Payment Service that will allow you to electronically pay third parties. In order to access the Bill Payment Service, you must enroll and agree to the BillPay Terms of Service for the Bill Payment Service and Zelle and Other Payment Services Additional Terms ("Terms of Service," which supplement this Agreement and are incorporated herein by reference). **Your use of the Bill Payment System constitutes your acceptance of the Terms of Service.** The Terms of Service are also accessible anytime within Online and Mobile Banking. " Bill payments you schedule with the Bill Payment Service will be debited to your deposit Account in accordance with the Terms of Service. The fees and charges imposed for the Bill Payment Service, as well as other expenses you may incur, will be charged against your deposit Account. You hereby authorize us to cause these fees and charges to be debited to your deposit Account when you use the service. In addition, any Bank fees associated with your Accounts will continue to apply, and you also authorize the Bank to debit your deposit Account for any ancillary charges that the Bank incurs on your behalf in connection with your use of the Bill Payment Service. For security purposes, we may limit the amounts of any payments made through the Bill Payment Service. For additional information regarding limitations and the conditions of the Bill Payment Service, refer to the Terms of Service.

3.6 Zelle Payment Service (Person-to-Person Payments) for Consumer Banking.

In order to use the Zelle Payment Service, you must first enroll in the Bill Payment Service. Your use of the Zelle Payment Service is governed by the BillPay Terms of Service. You should review the Terms of Service for information about any fees related to transfers or stop payments, as well as limitations, restrictions, or other terms applicable to your use of Zelle. In addition, if you enroll in the Zelle Payment Service, you agree to be bound by any on-screen instructions and enrollment materials provided in connection with the service. The maximum amount of payments you initiate and receive using Zelle is limited and, upon enrollment in Zelle, you may use Zelle within Online and Mobile Banking to view your transaction limits. We may, in our sole discretion, change the limits on the amount of money you can send or receive via the Zelle Payment Service. For additional information regarding Zelle Payment Service, including without limitation provisions governing use of the service for sending and receiving payments, procedures for the cancellation of payments, and limitations on the service, please refer to the Terms of Service. We will not be liable or responsible for any loss incurred as a result of your failure to protect the secrecy of all Login ID and Password information and any other security or authentication information except as provided by applicable law or regulation.

3.7 Personal Cash Management Software.

Online and Mobile Banking allows you to import transaction information into some or most personal cash management software you use, such as Quicken®, or QuickBooks®, or Xero. If you require help setting up Quicken® or QuickBooks® access www.intuit.com. If you require help setting up Xero access www.xero.com.

3.8 Mobile Deposit Capture.

1. **Description of Service.** The Mobile Deposit Capture service ("Mobile Deposit Capture" or "MDC") provides you the ability to access and make deposits to your designated eligible Accounts using a mobile device (such as a smartphone or tablet) with a camera (referred to herein as a "Capture Device," as further defined below). The Mobile Deposit Capture service enables you to use a compatible Capture Device to scan an image of original paper checks ("Original Checks") that are drawn on or payable through United States financial institutions (each a "Check Image") and to electronically submit the Check Image and associated deposit information to SouthState from your home or other remote locations using the MDC services for deposit into a designated eligible Account for collection thereafter by SouthState. As used in this Agreement, a "Capture Device" means any device acceptable to us that provides for the capture of Check Images and for transmission through the clearing process.
2. **Requirements to Use MDC.** This Section governs your use of the Mobile Deposit Capture Service, in addition to all other terms of this Agreement and the Deposit Agreement for the applicable deposit Account. To the extent there is a conflict between the Deposit Agreement or any other agreement with us and this Section, this Section controls with respect to your use of the Mobile Deposit Capture Service. In addition, your use of the Mobile Deposit Capture service is subject to the following requirements:
 - a. To access the Mobile Deposit Capture service, you must have or acquire and maintain a compatible Capture Device and a wireless plan from a compatible wireless carrier. You must also download the SouthState Mobile App. You are responsible for all costs of operating the Capture Device, including without limitation all cellular and internet service charges. The Mobile App will automatically push any updates or patches for the Mobile Deposit Capture service. You are responsible for updating the Mobile App when prompted to do so. You agree to implement and maintain internal security controls to protect the Capture Device and any confidential information thereon. You shall be solely responsible for protecting against unauthorized access to the Capture Device and from all losses and damages arising from any unauthorized access to the Capture Device. If you suspect your Capture Device has been lost or stolen, you must notify SouthState immediately by calling 1-800-277-2175.

- b. You may scan and submit Check Images for deposit to SouthState within the dollar limits ("Deposit Limits") established by SouthState. The current daily dollar limit is \$15,000. SouthState reserves the right to limit the frequency and dollar amount of deposits submitted through the Mobile Deposit Capture service. If you exceed the Deposit Limits, SouthState may in its sole discretion accept or refuse the Check Image deposit. If at any time SouthState accepts a Check Image deposit that exceeds the Deposit Limits, SouthState will have no obligation to do so in the future. SouthState may at any time at its sole discretion raise or lower Deposit Limits.
 - c. By requesting access to the Mobile Deposit Capture service, you authorize SouthState to provide you with access to all of the eligible Accounts you designate to participate in the Mobile Deposit Capture service. The following Account types are currently eligible for the Mobile Deposit Capture service: checking, savings, and money market Accounts.
3. **Deposit Cutoff and Funds Availability.** Funds are generally available the next Business Day if submitted by 9:00 p.m. Eastern Time unless a hold is placed on the deposit. Mobile deposits submitted after 9:00 p.m. Eastern Time or on a weekend or federal holiday are generally available on the second Business Day after the deposit is submitted. For purposes of this section, a "Business Day" is every day except Saturday, Sunday, and federal holidays. You can check the status of your deposit by accessing your mobile banking app. You would go to "Deposit Check" and select "Deposit Check History". The default is "All" transactions. However, you can select "Submitted" or "Accepted" to view transactions in each status. Each transaction will show the date the deposit was received, the check number, the type of account and account number of the account that the item is being deposited and a confirmation number. Transactions show as "Submitted" when the images of the item have been received. This status does not ensure that the item will be deposited. See section 3.9.4 for more information. Transactions will move to the "Accepted" status when the images have been reviewed. "Accepted" status generally means the item will be transmitted for the next scheduled posting. Please retain the check until the deposit has been accepted and has posted to your account.

You agree that check images transmitted through the Mobile Deposit Capture service and the funds from deposits through the Mobile Deposit Capture service are not subject to the funds availability requirements of Regulation CC, 12 C.F.R. pt. 229. Deposits made through the Mobile Deposit Capture service are generally available for withdrawal one (1) to three (3) business days after the date of deposit into your account. However, we reserve the right to delay availability based on such factors as your account being recently opened, the length and extent of your relationship with us, transaction and experience information, when we believe an item will not be paid, when you redeposit a check that has been returned unpaid, when you have overdrawn your Account repeatedly in the last six months, due to circumstances outside of our control such as an emergency or failure of computer or communications equipment, or such other factors as SouthState, in its sole discretion, deems relevant. If a hold is applied to a deposit, SouthState will notify you via e-mail and advise when the funds will be available.

Any credit to your Account is provisional and remains subject to final payment of the checks. You remain liable to SouthState for any returns, dishonor, errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against SouthState with respect to the items deposited.

4. **Receipt of Images; Rejection of Images.** SouthState reserves the right to reject any item transmitted through the Mobile Deposit Capture service, at our discretion, without liability to you. SouthState is not responsible for items we do not receive or for images that are dropped during transmission. Scanning and submitting Check Image deposits does not constitute receipt of the deposit by SouthState. A Check Image will be deemed received when the Deposit History within the Mobile Deposit Capture App displays the status as "Accepted." SouthState will send an e-mail notice to you if your Check Image deposit is rejected in whole or in part within three (3) business days of deposit. You may verify receipt and the amount of your Check Image deposit credited to your Account by reviewing the Deposit History within the Mobile Deposit Capture App or by calling us at 1-800-277-2175. Acknowledgment that your Check Image deposit has been received by SouthState does not mean that the Check Image deposit was received error free or complete or that it will be considered a deposit and credited to your account.
5. **Errors.** You agree to notify SouthState of any suspected errors regarding items deposited through the Mobile Deposit Capture service right away, and in no event later than 60 days after the applicable SouthState account statement is sent. Unless you notify SouthState within 60 days, such statement regarding all deposits made through the Mobile Deposit Capture service shall be deemed

correct, and you shall be precluded from bringing a claim against SouthState for any such alleged error.

6. **Limitations of Service.** SouthState's ability to provide the Mobile Deposit Capture service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and SouthState's response. SouthState shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Mobile Deposit Capture service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within SouthState's control. In the event the Mobile Deposit Capture service is unavailable for any reason, items may be deposited by alternate methods such as in person or by mail including a completed Account deposit slip. We reserve the right to change, suspend, or discontinue the Mobile Deposit Capture service, in whole or in part, or your use of the Mobile Deposit Capture service, in whole or in part, immediately and at any time without prior notice to you.
7. **Eligible Items.** You agree that you will use the Mobile Deposit Capture service to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number, denominated in U.S. Dollars, and intended for deposit by you to your designated Account with SouthState. All other items may be deposited by alternate methods such as in person or by mail including a completed Account deposit slip. You agree that you will not use the Mobile Deposit Capture service to scan and deposit any checks or other items as shown below, which shall be considered ineligible items:
 - i. Check Images items payable to any person or entity other than you;
 - ii. Check Images of items drawn on banks located outside the United States;
 - iii. Check Images of items not payable in United States currency;
 - iv. Check Images that are illegible or otherwise do not meet the image quality requirements set forth below;
 - v. Check Images that contain an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
 - vi. Images of checks previously converted to Substitute Checks (as defined by The Check Clearing for the 21st Century Act and its regulations ("Check 21"));
 - vii. Check Images with unreadable magnetic ink character recognition ("MICR") information;
 - viii. U.S. Postal Money Orders;
 - ix. U.S. Savings Bonds;
 - x. Traveler's Checks;
 - xi. Money Orders;
 - xii. Convenience checks or checks drawn on a line of credit; and
 - xiii. Checks that are not acceptable for deposit into the Account as provided in the Deposit Agreement for the deposit Account.
 - a. You understand that SouthState is not obligated to accept for deposit any Check Image that SouthState in its sole discretion determines to be ineligible for the Mobile Deposit Capture service, and SouthState is not liable to you for rejecting any check or image transmitted by you. SouthState further reserves the right to charge back to your account at any time, any item that we subsequently determine was ineligible. You agree that SouthState is not liable for any loss, costs, or fees that you may incur as a result of our chargeback of an ineligible item. If you deposit any Check Image that is ineligible for the Mobile Deposit Capture, you agree to indemnify and reimburse SouthState for, and hold SouthState harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) SouthState may incur associated with any warranty, indemnity or other claim related thereto.
8. **Endorsements.** Include in your endorsement the words "SouthState Bank Mobile Deposit on [mm/dd/yy]" or something substantially similar.
9. **Image Quality; Processing.** You are responsible for the image quality of the Check Image you transmit. Each Check Image must include the front and back of the check, and the following information must be readable: amount, payee name, drawer signature, date, check, number, account number, routing and transfer number, MICR line, and any endorsement or other information written on the check. The quality of any Check Image must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You acknowledge and agree that even if SouthState does not identify a Check Image as ineligible, the Check Image may be returned to SouthState because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is

drawn or any intermediate collecting financial institution. SouthState's failure to identify a Check Image you transmit to us as ineligible shall not preclude or limit your obligations. You authorize us to process any Check Image you send to us or convert a Check Image to a Substitute Check, as defined by Check 21.

10. **Returned Items.** You are solely responsible for any checks or other items for which you have been given provisional credit, and any such check or other item which has been returned or rejected may be charged to your Account along with a Return Item Fee in accordance with SouthState's applicable Fee Schedule. The image of the returned check will be sent to you with the notice of the returned item. You acknowledge that all credits for deposits made through the Mobile Deposit Capture service are provisional, subject to verification and final settlement.
11. **Destruction of Original Checks.** You shall fully destroy each Original Check in your Check Image deposit fourteen (14) calendar days following crediting of your Check Image deposit or as SouthState may otherwise instruct to ensure that it is not re-presented for payment. In addition, you agree never to submit the item to SouthState or to any other person or entity for deposit or credit after the item has already been submitted and accepted by SouthState or any other person or entity. Prior to destruction, you shall maintain each Original Check in a secure location. You agree to use a commercially reasonable method to destroy each Original Check following the expiration of the retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Check Image deposit and its full destruction.
12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in SouthState's sole discretion subject to the processing and posting order in the Deposit Agreement governing your deposit Account.
13. **Cooperation with Investigations.** You agree to cooperate with SouthState in the investigation of unusual transactions, poor quality transmissions, and resolution of any claims, including providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Capture service in your possession and your records relating to such items and transmissions.
14. **Your Representations and Warranties.** In relation to MDC, you make the following representations and warranties to us:
 - i. You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
 - ii. You agree that the image of any Original Check submitted to us is an "item" within the meaning of Article 4 of the Uniform Commercial Code. You further agree that no transaction made using the MDC service is an "electronic fund transfer" as defined in the federal Electronic Funds Transfer Act and/or Regulation E.
 - iii. You are a person authorized to enforce each Original Check or are authorized to obtain payment of each Original check on behalf of a person authorized to enforce the item.
 - iv. Each Original Check bears all required and authorized endorsements and has not been altered.
 - v. You shall submit to SouthState only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
 - vi. You shall not submit to SouthState for deposit using MDC service any check that is payable jointly unless the check is being deposited into an Account in the name of all payees on the check.
 - vii. You will use the MDC service for lawful purposes only and in compliance with all applicable rules and regulations and our instructions, rules, and specifications.
 - viii. You shall destroy Original Checks as stated above.
 - ix. You shall not submit to SouthState or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with SouthState or which you previously submitted to and was accepted by any other person or entity for deposit.
 - x. You will not use the MDC service to transmit or deposit any Original Check (i) payable to someone other than you; (ii) which you know or should have known to be fraudulent, altered, unauthorized, or missing a necessary endorsement; (iii) that is drawn on an institution located outside of the United States; or (iv) that is created by you purportedly on behalf of the maker, such as a remotely created check.
 - xi. You shall not deposit into your Account with SouthState or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to SouthState, unless following receipt of your

submission, SouthState notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.

- xii. You shall use the Mobile Deposit Capture service only for your own use in accordance with the terms of this Agreement and all applicable laws and regulations. You shall not make the Mobile Deposit Capture service available or transfer your rights to use the Mobile Deposit Capture service for the benefit of any third party.
15. **Indemnification.** You shall indemnify, defend, and hold SouthState and its parents, subsidiaries and affiliates and each of their employees, agents, officers, and directors harmless from and against all liability, damage and loss, including reasonable attorneys' fees and costs, arising from any claims, suits, or demands, of any nature or kind (including without limitation) those brought by third parties) with respect to: (i) any Check Image, Substitute Check, or Original Check processed through the Mobile Deposit Capture service; (ii) your destruction of the Original Check or any attempted re-presentation of an Original Check; (iii) your use of the Mobile Deposit Capture service; (iv) your breach of the representations and warranties set forth above or in any agreement with us; (v) your failure to comply with any applicable laws and regulations; (vi) any act or omission of SouthState that is in accordance with the Agreement or your instructions; or (vii) any actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of a Check Image to SouthState.
16. **Security Interest.** You grant SouthState a security interest in all your Accounts and other deposits at the SouthState and in all funds in such Accounts and other deposits, to secure your obligations to SouthState hereunder. SouthState may hold any funds on deposit with us by you after termination of the Mobile Deposit Capture service for up to 14 calendar days following the expiration of any return or chargeback rights regarding any item processed by you using the MDC service or, if later, until any other claims to such funds have expired.
17. **Fees and Charges.** All fees and charges related to any Account you access with the Mobile Deposit Capture service as stated in the applicable Fee Schedule for the Account will remain in effect when using the Mobile Deposit Capture service.
18. **MDC DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** YOU AGREE YOUR USE OF THE MOBILE DEPOSIT CAPTURE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOUTHSTATE DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOUTHSTATE MAKES NO WARRANTY THAT (i) THE MOBILE DEPOSIT CAPTURE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE MOBILE DEPOSIT CAPTURE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS OBTAINED FROM THE MOBILE DEPOSIT CAPTURE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL SOUTHSTATE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE MOBILE DEPOSIT CAPTURE SERVICE OR FOR ANY LOSS OF DATA, EVEN IF SOUTHSTATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

3.9 Stopping Payment of Checks

You may also use Online and Mobile Banking to stop payment of a check you have written on your deposit Account. Any stop payment requests for a single check must precisely specify the Account number, the check number, the amount of check, the check date and the payee. Any stop payment requests for a range of checks must include the Account number and the starting and ending check number of the range. You acknowledge that if you provide us with incorrect information, even if the information is a close approximation of the actual information, we will not be liable for payment of the check. The check stop payment order must be given in the manner required by law and must be received by us in such a time and manner as to afford the Bank a reasonable opportunity to act on it. Without limiting the foregoing, we will not be liable for cashing a check within one Business Day of receiving a stop-payment order for the check.

A check stop payment order will automatically expire six (6) months after receipt unless you renew it by completing a new check stop payment order. Only the person who initiated the check stop payment order

can cancel it by coming into the branch and signing a release form. Your initial sign-in using your Login ID and Password will serve as authorization in regard to an online check stop payment order.

There is a fee for each Online and Mobile Banking check stop payment request. The fee will be charged automatically to your deposit Account the same day the stop payment is placed on the system. Online and Mobile Banking cannot be used to stop payment on a cashier's check. For information about stop payment orders on cashier's checks, please contact our SouthState Bank Customer Care Center at 1-800-277-2175 or visit your local branch.

3.10 Text Banking

Other than with respect to Serviced Mortgage Loan accounts and credit cards, the Bank offers through Online and Mobile Banking access to Account information (e.g., for checking balances and last transactions) over the Short Message Service ("SMS") via Text Banking. In order to access Text Banking, you must enroll and agree to the Text Banking Terms of Service which supplement this Agreement and are incorporated herein by reference. Enrollment requires identification of the user's banking relationship with the Bank as well as providing a mobile phone number. This program is ongoing. Standard messaging charges apply. You may opt out of this program at any time. To stop the messages from coming to your phone, you can opt out of the SMS Program via SMS. Just send a text that says "STOP" to this number: 89870. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. If you have any questions regarding Text Banking, please call Customer Care at 1-800-277-2175, visit our website, www.SouthStateBank.com, or send a text message with the word "HELP" to this number: 89870.

3.11 Touch ID®*

Description of Service. Touch ID is an optional fingerprint sign-in method for the Services that is currently available for most Apple® devices that have a fingerprint scanner.

Requirements to Use Touch ID. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and SouthState Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within the Services. SouthState Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Login ID at a time on a device. If your device does not recognize your fingerprint, you can sign in using your password. To use Touch ID on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the services menu within Online and Mobile Banking. Currently, fingerprint sign-in for the Services is only available on compatible iOS devices.

*Apple and Touch ID are trademarks of Apple Inc.

3.12 Fingerprint Login

Description of Service. Fingerprint Login is an optional fingerprint sign-in method for the Services that may be available for certain Android®* mobile devices that have a built-in fingerprint scanner.

Requirements to Use Fingerprint Login. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and SouthState Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within the Services. SouthState Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Login ID at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Online and Mobile Banking.

*Android is a trademark of Google Inc.

3.13 Apple Watch*

Syncing your Apple Watch wearable device with our Online and Mobile Banking App on your mobile device ("Syncing Service") will allow you to receive certain information about your accounts, including account balances, transaction history and mobile push alerts to the extent this information is available in Online and Mobile Banking. You will also be able to select an account to view in your Apple Watch Glances feature. Online and Mobile Banking transactions cannot be made on your Apple Watch. Your Apple Watch will only display the last four digits of your account numbers.

- Your account information will display on your Apple Watch automatically as long as you've signed in to the Online and Mobile Banking App on your iPhone. You do not need to be actively signed in to view your account information on your Apple Watch. **It is your responsibility to ensure that you take precautions to protect your account information on your Apple Watch.**
- You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. Information displayed on your Apple Watch is also limited by screen size and space constraints. For full information about your accounts, log in directly to Online and Mobile Banking through your computer or mobile device.
- As soon as you believe someone has or may have gained unauthorized access to your Apple Watch, you agree to disable the Syncing Service immediately by going to the Apple Watch app and de-selecting SouthState Bank Online and Mobile Banking app.
- You agree that we will not be liable for failed, delayed, or misdirected delivery of, any information sent through the Syncing Service, any errors in such information; any action you may or may not take in reliance on the information or Syncing Service; or any disclosure of account information to third parties resulting from your use of the Syncing Service. We will not be liable to you for special, indirect or consequential damages.
- For help and support information on Apple Watch, please contact Apple at apple.com.

* Apple, iPhone and Apple Watch are trademarks of Apple Inc.

3.14 Electronic Statements

Online and Mobile Banking customers may elect to receive some or all of their account statements electronically ("eStatements"). For certain deposit account products, the monthly maintenance fee may be waived with the election of eStatements. Consult your applicable Truth in Savings Disclosure for your Account regarding account requirements and, if applicable, paper statements fees. When you elect eStatements, you will be required to accept our Statement Delivery Disclosure within Online and Mobile Banking.

If you elect eStatements, you will receive an email notifying you when each of your current account statements is available for viewing. The email will be sent to your current email address on record with us, so please advise us of when your email address changes. You may be required to have additional software on your computer, such as Adobe®, in order to view the statements. When you elect eStatements for an Account, we will no longer send you paper statements.

3.15 Secure Mail Via the Message Center

You may communicate with us, and we may communicate with you electronically via Secure Mail through our "Message Center" tab in Online and Mobile Banking. If you send us a Secure Mail message, we will be deemed to have received it on or by the following Business Day. You agree that we will have a reasonable time to act on your Secure Mail. Therefore, do not use Secure Mail if you need to communicate with us immediately; for example, to report an unauthorized transaction from one of your Accounts or to stop a pre-authorized payment. Secure Mail messages sent to the Bank are the property of the Bank, and we reserve the right to delete such messages from the system from time to time. You agree that we may send you Secure Mail messages through the Online and Mobile Banking Message Center about products or services we offer.

3.16 Online and Mobile Banking Alerts

1. Security Alerts.

Security Alerts help you monitor and protect your Accounts from unauthorized access. SouthState Bank automatically provides you with several Security Alerts, which you cannot disable. In addition, you can set up additional Security Alerts to further protect your Accounts. You can set up Security Alerts so that you are notified from time to time via SMS text message, email and/or phone call (the "delivery methods"). Security Alerts will also be delivered to your Online and Mobile Banking Message Center.

2. Account and History Alerts.

Account and History Alerts (collectively referred to herein as "Account Alerts") notify you when transaction activities occur on your Accounts. To receive Account Alerts, you must complete our Account Alerts enrollment process within Online and Mobile Banking. During enrollment, you will be prompted to select the Accounts and types of transactions for which you will receive the Account Alerts. You may make additions, deletions, and modifications to your Account Alerts selections at any time.

When you enroll in Account Alerts you will also be asked to designate one or more delivery methods. These methods include email, SMS text message or phone call ("Voice") and Secure Message. You are responsible for updating your contact information with us if it changes. Your enrollment for Account Alerts constitutes your consent to our delivery of Account Alerts via the delivery method(s) you select.

To modify or discontinue your Account Alerts, log in to Online and Mobile Banking and change your selections in the "Alerts" tab. You acknowledge and agree that we must be given a reasonable period of time (up to two Business Days) to process your request to change any of your designated delivery methods.

3. General Information About Online and Mobile Banking Alerts.

Security Alerts, and Account Alerts are available only for deposit accounts you may access through Online and Mobile Banking. We will not include your full account number in an Alert; however, Alerts may contain your name and certain other information about your Accounts, such as information pertaining to your account balances, debits or credits to your account, or insufficient funds, depending upon the type of Alert. Anyone with access to your email may be able to access the contents of the Alerts. It is your responsibility to secure and protect your computer or Mobile Device, your Login ID and Password, and your email from unauthorized access, and to provide us with timely and accurate information about your designated delivery method(s) in order to protect the confidentiality of your information. SouthState does not charge you a fee for delivery of Alerts; however, if the delivery method you select is via text message, your wireless service provider's standard message and data rates may apply. In order to select the text message delivery method, you must agree to the Text Alert Terms and Conditions which supplement this Agreement and are incorporated herein by reference.

Account balances provided in Alerts will not reflect pending transactions, and deposits mentioned in an Alert may not be available for immediate withdrawal. If you require additional details about a transaction contained in an Alert, you may log in to Online and Mobile Banking and view transaction information or send us a Secure Message through the Message Center. You may also contact us at SouthState Bank Customer Care Center at 1-800-277-2175. We may change, suspend, or terminate the Alerts service at any time without prior notice.

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND, MISDIRECTION, OR DELAY IN SENDING ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT OR FOR ANY ACTIONS YOU TAKE IN RESPONSE TO AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. ANY ALERT WE SEND TO YOUR CELL PHONE NUMBER MAY BE SUBJECT TO THIRD-PARTY MESSAGE AND DATA FEES.

3.17 User Management

We may offer you access to the User Management Service. The User Management Service allows you to entitle another person or persons (each a "User") with certain authorities related to your accounts. You have the sole authority and control in entitling, managing and disabling Users, including authorizing Users to designate additional Users. You authorize us to act on transaction instructions initiated under the credentials of a User, just as if it was initiated under your credentials. When granting such authority to Users, you assume total liability for any and all activities of a User with respect to your accounts, and you agree to hold us harmless in any claim in which the User acts contrary to your instructions or your best interest or exceeds his or her authority. We are not responsible for the User's breach of duty or misapplication of funds from your account. In order to access the User Management Service, you must enroll and agree to the User Management Terms and Conditions, which supplement this Agreement and are incorporated herein by reference. Your use of the User Management Service constitutes your acceptance of the User Management Terms and Conditions.

3.18 Wire Service

We may offer you the ability to conduct wire transfers through Online and Mobile Banking ("Wire Service"). In order to access the Wire Service, you must enroll and agree to the Online Wire Transfer Agreement, which supplements this Agreement and is incorporated herein by reference. Your use of the Wire Service constitutes your acceptance of the Online Wire Transfer Agreement.

3.19 Direct Deposit Switch (ClickSWITCH)

ClickSWITCH ("the Service") is a personal finance management service that allows you to move your direct deposits from accounts at existing financial institutions ("Existing Financial Institutions") or set up new direct deposits to your accounts at SouthState Bank. The Service is provided to you by SouthState Bank without charge.

You may access and use the Service solely for the purpose of facilitating the transfer of your direct deposits from accounts at Existing Financial Institutions to your accounts at SouthState Bank or to perform the initial setup of your automatic transactions (direct deposits) at SouthState Bank. You may download or print a copy of the information provided on the Service for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Service in whole or in part for any other purpose is expressly prohibited without our prior written consent.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that SouthState Bank or the New Financial Institutions, in their sole discretion, may elect to take.

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. SOUTHSTATE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. SOUTHSTATE BANK MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OR OF THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. SOUTHSTATE BANK MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

4. Miscellaneous

4.1 Limitations on Transactions

For security reasons, we may impose limits on the frequency, number, and dollar amounts of transactions you can perform using Online and Mobile Banking. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to which you may direct a payment through Online and Mobile Banking. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, this notification is not required if you direct us to make any payment which is otherwise prohibited under your agreements with us.

4.2 Overdrafts

If your use of Online and Mobile Banking overdraws your deposit Account and the overdraft is not covered by an approved line of credit or other overdraft protection products relating to the overdrawn Account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges as disclosed in our Fee Schedule.

4.3 Preauthorized (Recurring) Payments (Applicable to Consumer Accounts Only)

- a. **Right to Stop Electronic Payments and How to Do So.** If you have told us in advance to make regular payments out of a deposit Account, you can stop these payments. Here's how:

Call us at the SouthState Bank Customer Care Center at 1-800-277-2175 or write us at Attn: Online and Mobile Banking P.O. Box 118068 Charleston, SC 29423 in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we require to you put your request in writing and get it to us within 14 days after you call, or visit a local branch. We do not charge a fee to stop recurring electronic payments initiated through Online and Mobile Banking.

- b. **Notice of Varying Amounts.** If these regular payments may vary in amount and are made from a Consumer Account, 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.
- c. **Liability for Failure to Stop Payment of Preauthorized Transfer (for Consumer Accounts Only).** If we receive a signed confirmation from you to stop one of these electronic payments from a Consumer Account three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4.4 Liability and Error Resolution Provisions Applicable to Consumer Accounts

1. **Unauthorized Transactions.** Tell us AT ONCE if you believe that your Login ID or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your losses down. You could lose all of the money in your Account (plus your maximum line of credit linked to your Account or any other linked deposit accounts).

Call us at the SouthState Bank Customer Care Center at 1-800-277-2175, write us at SouthState Bank, Attn: Online and Mobile Banking, P.O. Box 118068 Charleston, SC 29423 or visit a branch.

If the electronic fund transfer is from a Consumer Account, your liability for an unauthorized Online and Mobile Banking transaction will be determined as follows:

1. If you notify us within two (2) Business Days after learning of the loss or theft of your Password or Login ID, you can lose no more than \$50 if someone used your Password or

Login ID without your permission.

2. If you do NOT notify us within two (2) Business Days after learning of the loss or theft of your Password or Login ID, and we can prove we could have stopped someone from using your Password or Login ID without your permission had you told us, you could lose as much as \$500.

If your monthly statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or we otherwise made your account statement available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

2. **Our Liability for Failure to Make Transfers.** If you have a Consumer Account and we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable (whether or not you have a Consumer Account), if, for instance:
 1. Through no fault of ours, you do not have enough money in your Account to make the transfer.
 2. The transaction will exceed the available credit limit on any applicable linked line of credit.
 3. The Bill Payment Service is not working properly.
 4. The person or entity to which you direct payment mishandles, delays, or fails or refuses to accept a payment sent by us.
 5. You have provided us with incorrect, incomplete or inaccurate data or other Account information, including but not limited to date related errors, or you have otherwise failed to comply with the payment or transfer instruction requirements set forth in this Agreement.
 6. There are technical problems in our receipt of information or instructions from you (for example, problems arise with computers, software, modems, or telephone communications, including but not limited to date related problems).
 7. Circumstances beyond our control (such as, but not limited to, fire, flood, interference from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, or equipment malfunction occurring despite ordinary maintenance), including but not limited to date related problems, prevent the proper execution of the transaction, despite reasonable precautions we have taken.
 8. This Agreement or your transfer authorization has been terminated.
 9. Your Account has been closed, there is a hold on funds in your Account, or access to your Account is blocked in accordance with our policies.
 10. Your funds are subject to legal process or encumbrances restricting transfer.
 11. Applicable law prevents completion of the transaction.
 12. Unusual or extraordinary circumstances exist which indicate improper or unlawful use of your Account.
 13. You believe someone has accessed your Account without your permission and you fail to notify us immediately. (Refer to the section above "Unauthorized Transactions")
 14. If the terminal or system is not working properly and you knew about it when you started the transfer.
3. **Limitation on Liability.** IN NO EVENT WILL THE BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ONLINE AND MOBILE BANKING, THE INABILITY TO USE ONLINE AND MOBILE BANKING, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING ONLINE AND MOBILE BANKING, OR ANY MESSAGES RECEIVED VIA ONLINE AND MOBILE BANKING OR ANY TRANSACTIONS THEREUNDER, EVEN IF THE BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF THE BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE FEDERAL LAW.
4. **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an internet browser, by an internet access provider, by an online

service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online and Mobile Banking.

5. **How to Contact Us In Case of Errors or Questions About Your Transactions.** Visit, telephone or write us as soon as you can if you think your statement is wrong or if you need more information about an electronic transfer listed on the statement.

Call us at SouthState Bank Customer Care Center: 1-800-277-2175 or visit us in person at your local branch, or write us at:
SouthState Bank
Electronic Banking Department
P.O. Box 118068
Charleston, SC 29423

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us:

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Consumer Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

4.5 Liability and Error Resolution Provisions Applicable to Non-Consumer Accounts

1. **Your Responsibility.** As a Non-Consumer Account holder, , you bear the risk of using Online and Mobile Banking, including the risk of erroneous and fraudulent transactions and the risk of all transactions using your Login ID and Password, and your liability for any Online and Mobile Banking is unlimited. Unless otherwise required by applicable law, we are responsible only for performing Online and Mobile Banking services as delineated in this Agreement. We will not be liable to you for failure to make a requested transfer or otherwise in the instances set forth in Section 4.4.2 above.
2. **Limitation on Liability.** IN NO EVENT WILL THE BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ONLINE AND MOBILE BANKING, THE INABILITY TO USE ONLINE AND MOBILE BANKING, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING ONLINE AND MOBILE BANKING, OR ANY MESSAGES RECEIVED VIA ONLINE AND MOBILE BANKING OR ANY TRANSACTIONS THEREUNDER, EVEN IF THE BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF THE BANK AND

OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS.

3. **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an internet browser provider, by an internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online and Mobile Banking.
4. **How to Contact Us In Case of Errors or Questions About Your Transactions.** Telephone or write us as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement.

Call us at SouthState Bank Customer Care Center: 1-800-277-2175 or visit us in person at your local branch, or write us at:
SouthState Bank
Deposit Operations
P.O. Box 118068
Charleston, SC 29423

Failure by you to promptly report any such errors or issues within a reasonable time, which in no event shall exceed 60 days after we sent the FIRST statement upon which the problem or error appeared, shall preclude you from asserting against us any claims arising from the error or any loss caused by the error or issue.

4.6 Disclaimer of Warranty.

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in Online and Mobile Banking. We also may need to change the scope of our Online and Mobile Banking services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We make no representation that Online and Mobile Banking services will be uninterrupted or error free. Our sole obligation to you arising out of (i) the non-availability of Online and Mobile Banking, or (ii) an interruption or delay in providing Online and Mobile Banking shall be to use commercially reasonable efforts to resume such services. The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall the Bank or any of our officers, directors, employees, agents or subcontractors be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits (even if we are advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of any computer equipment, Mobile Device or the Online and Mobile Banking service. However, nothing in this section is intended to limit any rights you may have under Federal law or otherwise provided in this Agreement.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ONLINE AND MOBILE BANKING AND THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

4.7 E-mail.

Conventional e-mail is not a secure method of communication, and we strongly recommend that you not send confidential information, such as account numbers and other financial information, using e-mail. You acknowledge that you understand the risk of using e-mail and that we are unable to guaranty the authenticity, privacy or accuracy of information received or sent via e-mail or to monitor the authorization of persons using your e-mail address. E-mail messages sent to the Bank are the property of the Bank and we reserve the right to delete such messages from the Bank's system from time to time. You agree to keep your e-mail address current at all times. In our e-mails to you, we may also include information about Online and Mobile Banking services which may be of interest to you. We will not send you e-mail requesting

confidential information such as your Account number, Login ID, or Password. If you are contacted by anyone requesting this information, do not provide it and contact us immediately. You understand and agree that we may not immediately receive any e-mail and that we are not responsible for acting on any e-mail until we have received and had a reasonable opportunity to respond. If you believe an unauthorized person has obtained access to your e-mail account, you agree to immediately contact us so we can take steps to cease e-mail communications to you at that address. You agree that we have no obligation to monitor any e-mail address or access device utilized by you or the source of any communication received from your e-mail address. You agree to release us, indemnify us, and hold us harmless from any claim or liability resulting from or connected to any communications sent or received using e-mail.

4.8 Indemnification.

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) an Account; (b) the performance of our Online and Mobile Banking and any services you elect, including without limitation the Bill Payment Service, the Zelle Payment Service, and Bank to Bank Transfers; (c) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (d) any fraud, manipulation, or other breach of these terms; (e) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over an Account, the terms and conditions of an agreement, purchase or sale of any goods or Online and Mobile Banking; (f) your violation of any law or rights of a third party; or (g) your use, or the provision of Online and Mobile Banking or use of your Account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of Online and Mobile Banking by you or your authorized representative.

4.9 Liability for Loss of or Erroneous Data.

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of their respective computer system or third-party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system, including but not limited to damage or loss resulting from date related problems.

4.10 Joint and Several Liability.

If any one or more of your deposit Accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Online and Mobile Banking to access the Account. This joint and several liability shall extend as well to any line of credit accessed through any such Account.

4.11 Fees and Charges for Online and Mobile Banking.

There are no monthly or periodic fees for Online and Mobile Banking. Fees disclosed separately to you for separate services provided via Online and Mobile Banking in which you enroll (such as Bill Payment or the Zelle Payment Service) or in connection with your Accounts, such as charges for dropping below minimum balances, insufficient funds, or check stop payment fees will apply. Please consult our current Fee Schedule and the Truth in Savings disclosure for your account for a complete list of fees and charges. We reserve the right to change applicable fees and charges at any time. We will provide you with any notice required by law of any changes to our fees and charges. If your checking Account or savings Account does not have a sufficient balance to pay applicable fees and charges due, we may exercise our right of off-set against any of your other Accounts as provided by law or our Rules and Regulations.

4.12 Termination.

You may terminate Online and Mobile Banking services by notifying us of your intent to terminate through secure messaging, by calling us at the SouthState Bank Customer Care Center at 1-800-277-2175, or in writing at SouthState Bank, Attn: Online and Mobile Banking P.O. Box 118068 Charleston, SC 29423

Please include your name, address, and requested effective date to discontinue service. Your access to Online and Mobile Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service or the effective date, whichever is sooner. Once we have acted upon your termination notice, we will make no further transfers from your Accounts, including any transfers you have previously authorized. You will remain responsible for all payments, transfers and other transactions in process, and outstanding fees and charges incurred prior to the date of cancellation.

IMPORTANT: When Online and Mobile Banking is terminated, any prescheduled bill payments made through a Bill Payment Service will be automatically terminated. Applicable fees and charges will be assessed for any bill payments processed by your Bill Payment Service drawn upon your Account. Mobile and Online banking are required for eStatements. If your account is subject to a charge for paper statements, the fee will be debited from your Account without further notice to you and will appear on your Account statement. Consult your applicable Truth in Savings Disclosure for your Account regarding account requirements and, if applicable, paper statements fees.

We can refuse Online and Mobile Banking services to anyone. We may terminate your Online and Mobile Banking or any service provided via Online and Mobile Banking at any time without prior notice and with or without cause. Further, we may terminate your Online and Mobile Banking if you do not log into Online and Mobile Banking in a six month period. If more than one person can access an Account through Online and Mobile Banking, we reserve the absolute right to terminate all Online and Mobile Banking access to the Account upon the request of the Account owner, any Account co-owner, or any other person authorized to access the Account.

4.13 Address, E-mail or Banking Changes

You agree to notify us at least ten (10) Business Days in advance, of any change in your address, transaction Account, or e-mail address through the Online and Mobile Banking Platform in the Contact Information section of the Preferences tab, through secure messaging or by contacting us at 1-800-277-2175 during business hours: Monday through Friday 7:00 a.m. - 8:00 p.m., Saturday 8:00 a.m. - 5:00 p.m., excluding Federal holidays. Adding or updating an international (non-U.S) phone number must be completed in person or by calling us.

4.14 Miscellaneous

1. **Assignment.** You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.
2. **No Waiver.** We will not be deemed to have waived any of our rights or remedies under this Agreement unless we send the waiver to you by electronic message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.
3. **Severability.** If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions, and applicable federal law, except to the extent this Agreement can and does vary such laws.

5. **Ownership of Materials.** The content and information on our Platform is copyrighted by SouthState Corporation and the unauthorized reproduction or distribution of any portions is prohibited.
6. **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.
7. **Captions.** The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive.
8. **WAIVER OF JURY TRIAL. YOU AND BANK EACH HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTES, LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, ONLINE AND MOBILE BANKING, AND SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO THIS AGREEMENT OR ONLINE AND MOBILE BANKING.**