

6. Liability

A. Liability for Unauthorized Use.

- i. Call us AT ONCE at 1 866-362-4796 if you believe that someone has transferred or may transfer money from your Account without your permission or if you believe your Private Wealth ID, User ID or Password has been compromised. You can notify the Bank by telephone at the number above, or by calling your Private Banker or in writing at the following address: Deutsche Bank Trust Company of Americas, Branch Operations, 345 Park Avenue, MS NYC20-0102, New York, NY 10154. Telephoning immediately is the best way of keeping your possible losses down. You could lose all the money in your Account(s).
- ii. For consumers: If you notify us within two Business Days after you learn of the loss or theft of your Private Wealth ID, User ID or Password, you can lose no more than \$50.00 if someone used your Private Wealth ID, User ID or Password without your permission or otherwise made an unauthorized electronic funds transfer from your Account. If you do not tell us within two Business Days after you learn of the loss or theft of your Private Wealth ID, User ID or Password and we can show that, had you told the Bank, it could have stopped someone from using the Private Wealth ID, User ID or Password without your permission or making other unauthorized electronic transfers from your Account, you could lose as much as \$500.00.
- iii. For consumers: If your statement shows transfers that you did not make, tell us at once. You must notify the Bank within sixty (60) days after the statement was made available to you. You may not get back the money lost due to unauthorized transfers after those sixty (60) days if the Bank can show that your providing notice within those sixty (60) days could have prevented the loss. If a good reason (such as a long trip or hospital stay) kept you from telling the Bank, we will extend the time periods.
- iv. Except as otherwise set forth in this Agreement, we will not be liable or have any responsibility of any kind for any loss or damage incurred by you as a result, directly or indirectly, of any unauthorized person gaining access to, or otherwise making use of, the Internet Banking Services.
- v. With your agreement we may use a Security Code as a security procedure to prevent unauthorized funds transfers or other payments (requests for funds transfers, ACH entries, transfers between accounts, bill payment, other payment orders or other communications will be referred to as "Payment Orders" and each of which as a "Payment Order"). You acknowledge that you have been offered alternative security procedures and have chosen the Internet Banking Services and these procedures after consideration of the risks of loss faced by you due to the possibility of an unauthorized transaction occurring. We may process any Payment Order we receive in your name and you will be responsible for it if it was initiated using one of your Security Codes. If a Payment Order issued to us in your name as sender is verified as authentic using the security codes the Payment Order will be effective as your Payment Order whether or not authorized. This means that you will be deemed to have given the Payment Order, and you will be obligated on it (including to pay us the amount), even if it was not authorized by you. Each time you send a Payment Order through the Internet Banking Services, you warrant that the Security Code is a commercially reasonable method to detect an unauthorized transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). If at any time the Security Code ceases to be a commercially reasonable method to detect unauthorized transactions (such as by a change in your usage patterns or other circumstances), you agree to inform us immediately.
- vi. Except as described and set forth in this Agreement, you agree that you are responsible for and bound by any Payment Order that is received by us in your name if it was authorized by you, whether or not we used the security procedures to verify authenticity or could have prevented a loss to you by using the security procedures to verify the authenticity of the Payment Order. You agree that we will not be responsible for verifying whether a Payment Order or other communication is originated by an authorized person other than through the verification process contained in these security procedures. Thus, when an employee is added or deleted as an authorized person on the system, the Bank will treat that person as "authorized" if the security procedures are followed, without verifying that employee with you or otherwise investigating whether the employee is exercising authority granted by you or consistent with any internal limitations on activity established by you for that employee. Among other things, this means that you will be solely liable for any losses or damages resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by your current and/or former authorized agents (including instances where an authorized agent acted to your detriment).
- vii. You are responsible for controlling access to the Internet Banking Services and for any limitations placed by you on the Internet Banking Services that an authorized person may utilize. The fact that we are, or may be aware of, or could have discovered, any limitation on access to an Internet Banking Service does not make us obligated to enforce or attempt to enforce any limitation. You understand that each authorized person may utilize the Internet Banking Services without regard to any restrictions otherwise applicable to an Account.

B. Limitation on Liability

- i. For consumers: If we do not complete an electronic funds transfer (as defined in the Electronic Funds Transfer Act and Regulation E of the Consumer Financial Protection Bureau) to or from your Account on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for losses or damages proximately caused by us. Notwithstanding the foregoing, we will not be liable for losses or damages that are caused by an event described in Section 6(B)(ii).