

- ii. You agree that, except to the extent provided by applicable law and consistent with Section 6(B)(i), the Bank, other members of the Deutsche Bank Group, its and their Service Providers, and its and their respective officers, directors, employees, and agents, shall not be liable for any losses, damages, liabilities or costs suffered or incurred by you (whether you are a consumer or business client) if:
 - a. through no fault of ours, you do not have sufficient funds in your Account to complete a transaction or if your funds are subject to legal process or other legal encumbrance;
 - b. the requested transaction would exceed the credit limit on your overdraft line, if any;
 - c. you fail to maintain minimum system requirements;
 - d. the Internet connectivity or the system was not working properly and you knew about the breakdown when you started the electronic funds transfer;
 - e. circumstances beyond our control, including but not limited to acts of God, strikes, lockouts, riots, insurrections, civil disturbances, sabotage, embargoes, acts of war or terrorism, acts or failures to act of any government or regulatory body (whether civil or military, domestic or foreign), limitations of law, governmental regulations superimposed after the fact, computer or other electronic or mechanical equipment failure, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing prevented the proper execution of a transaction, despite reasonable precautions that we have taken;
 - f. the Biller (defined below) misapplies, mishandles or delays a payment sent by the Bank;
 - g. you have not provided us with the complete and correct Payment Account (as defined below) or Biller information, or the correct names or account information for those person or entities to whom you wish to direct a payment or electronic funds transfer;
 - h. a court order or legal process prevents us from making an electronic funds transfer;
 - i. your payment instructions are not given to us sufficiently in advance to allow for timely payment;
 - j. we have reason to believe a transaction has not been properly authorized;
 - k. the losses result from a computer virus or related problem;
 - l. you have attempted to transfer funds to a party outside of the United States;
 - m. you have not properly followed Internet Banking Services instructions on how to make an electronic funds transfer;
 - n. you have initiated a transaction in violation of the terms of this Agreement;
 - o. the billing center option of the Internet Banking Services is not working properly and you know or have been advised by us about the malfunction before you execute the transaction; or
 - p. you or we have terminated this Agreement.

There may be other exceptions stated in this Agreement.

C. ACH Instructions

You agree that, except to the extent provided by applicable law and consistent with this Section 6, the Bank, other members of the Deutsche Bank Group, its and their Service Providers, its and their respective officers, directors, employees, and agents, shall not be liable for any losses, damages, liabilities or costs suffered or incurred by you or any third party as a result of:

- i. the Bank's executing ACH Instructions;
- ii. the improper execution, delayed execution or non-execution of any ACH Instruction because of unclear instructions, legal restrictions, governmental interference, failure of communications media, the insolvency of any ACH or other party to a transaction covered by Section 13;
- iii. your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any ACH Instruction received from you);
- iv. the acts or omissions of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or transmission or communications facility, any Receiver or RDFI (as defined below) (including without limitation the return of an Entry by such Receiver or RDFI); or
- v. any other acts or omissions of the Bank (or of any of its agents or correspondents) relating to Section 13 or the transactions or activities contemplated hereby except to the extent, if any, that such other acts or omissions constitute gross negligence or willful misconduct by the Bank.

The Bank shall not be liable for the acts or omissions of any agents or correspondents selected by you. Consistent with this Section 6, in no event shall the Bank, other members of the Deutsche Bank Group, their Service Providers, and their respective officers, directors, employees, and agents, be liable for special, indirect, incidental, consequential or punitive damages, whether or not the likelihood of such damages was known or contemplated by such parties and regardless of the legal or equitable theory of liability which you may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions under Section 13. Subject to the foregoing limitations, the Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.