

- D. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK AND OTHER MEMBERS OF THE DEUTSCHE BANK GROUP, ITS AND THEIR SERVICE PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY DISCLAIM, AND SHALL NOT UNDER ANY CIRCUMSTANCES INCUR ANY LIABILITY (WHETHER UNDER FEDERAL OR STATE LAW OR IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND WHETHER FORESEEABLE OR NOT) FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE ARISING OUT OF OR IN ANY WAY RELATED TO ACCESS TO OR USE OF THE SITE OR THE INTERNET BANKING SERVICES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES RELATING TO LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, WORM, TROJAN HORSE PROGRAM OR DISABLING CODE (REGARDLESS OF THEIR SOURCE), LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ASSUME THE RISK IN USING THE SITE AND THE INTERNET BANKING SERVICES AS WELL AS TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY.
- E. Except to the extent provided by applicable law, as a condition precedent to any liability, you must notify us in writing of any alleged breach of this Agreement as promptly as reasonably possible, but in no event later than five (5) Business Days following the day on which such alleged breach was, or could reasonably have been, discovered by you. Our entire liability and your sole remedy under this Agreement, whether or not the claim is in contract or tort, shall not exceed an amount of the fees during the six (6) month period preceding the date of the alleged breach.

7. Errors or Questions

- A. In case of errors or questions about your electronic funds transfers, telephone us at 1-866-362-4796 or write to Deutsche Bank Trust Company Americas, 345 Park Avenue, Attn: Banking Department, MS NYC20-0108, New York, NY 10154 during regular business hours immediately, if you think your statement is wrong or if you need more information about an electronic funds transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. To report an error or get more information:
- i. provide your name and Account number;
 - ii. describe the error or transfer in question, and explain as clearly as you can why you believe it is an error or why you need information;
 - iii. provide the dollar amount of the suspected error; and
 - iv. provide the name of the Biller or payee if the transaction in question is a payment.
- B. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

For consumers: For electronic fund transfers (as defined in the Electronic Funds Transfer Act and Regulation E of the Consumer Financial Protection Bureau), we will determine whether an error occurred within ten (10) Business Days after we hear from you, inform you whether an error occurred and will correct any error within one Business Day. If we need more time, however, we may take up to forty-five (45) days to investigate. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days after receiving your notice for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will notify you of the amount and date of the provisional credit within two Business Days of providing the provisional credit to you. If we ask you to put your inquiry in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. If the Bank has provided a provisional credit to your Account in the amount of the claimed error, and after investigation the Bank determines that no error was made, then the Bank will notify you within three (3) Business Days that the Bank will reverse the provisional credit. However, the Bank will continue to honor checks, drafts, similar items and preauthorized transfers for five (5) Business Days following the notice of its intention to reverse the provisional credit. The Bank will tell you the results within three (3) Business Days after completing our investigation. The Bank will correct the error within one Business Day after the Bank determines an error occurred. If the Bank decides that there was no error, the Bank will send you a written explanation of our findings within three (3) Business Days. You may ask for copies of the documents that the Bank used in making its determination. For alleged errors occurring within thirty (30) days of first deposit into new Accounts, point-of-sale or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For alleged errors occurring within thirty (30) days of first deposit into new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.