

- vi. To advise third parties of accounts closed for misuse; or
- vii. When necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime.

- B. The Bank and its Service Providers may collect aggregated data for statistical and quality assurance purposes and you hereby consent to the collection and use of such aggregate data.
- C. You acknowledge and agree that the operation of the Internet Banking Services may require the transfer of personal data concerning you to and between countries some of which may not have the same legal protections regarding bank customer information as the United States. It may be that, in various jurisdictions, including your home jurisdiction and the jurisdictions where Service Providers are located, the presence of account information on your PC or on "servers" located in such jurisdictions will give the governmental authorities and courts therein greater legal or practical ability to obtain such information. You agree that the Bank shall not be responsible for any consequences of the foregoing.
- D. For more information regarding our privacy policy and practices, you can review our Privacy Statement, which has been provided to you, or you can also view the Privacy Statement at our website, <http://www.pwm.db.com/pwm/en/privacy-policy.html>. If you are a consumer, you will also receive a copy of our annual Privacy Notice.

9. Payment and Transfer Limitations

A. Transfers from Money Market & Savings Accounts

Federal regulation limits the numbers of preauthorized electronic funds transfers and telephone transfers including Internet Banking transactions from money market deposits and savings Accounts. Such limitations are further described in the Account Agreement. You are limited to six preauthorized electronic fund transfers, telephone transfers, checks and point-of-sale transactions per statement cycle from such Accounts. Of these six transactions, you are limited to only three transactions by check or point-of-sale. Each transfer or payment from money market and savings Accounts will count toward the total of six transfers or withdrawals permitted per month.

- B. We may accept deposits to your Account from any source and need not question the authority of the person to make the deposit. All deposits (including transfers) are subject to later verification, adjustment and collection by us.
- C. Payments will be directed to designated payees only to the extent that there are sufficient available funds (as more fully described in our Funds Availability Policy set forth in the Account Agreement) to cover the request and/or the payment when made. We are not obligated to allow you to overdraw your Account beyond the balance and overdraft line of credit available. If we do allow an overdraft, we are not obligated to continue to allow you to do so.
- D. We may place (and adjust) daily dollar limits on the amount that may be transferred at any time, and from time to time, for any reason or for no reason. Except as otherwise imposed by law, we will have no liability for refusal to process a payment or transfer that exceeds such daily dollar limits.
- E. We may reject a payment or transfer at any time and from time to time, for any reason or for no reason. Except as otherwise imposed by law, we will have no liability for refusal.
- F. If a payment describes the beneficiary or beneficiary's bank inconsistently by name and account or bank number, execution of the payment request will occur on the basis of the account and bank number, even if it identifies a person different from the named beneficiary or bank, and your obligation to pay the amount of the payment request to us is not excused in such circumstances.
- G. The Internet Banking Services may not be used in violation of and must comply with the laws of, the United States, including economic sanctions laws administered by the Office of Foreign Asset Controls.
- H. You agree that we may seek to recover any payment originated in error or made by you in violation of any provision of this Agreement or otherwise to prevent loss to us. You agree to assist us in loss mitigation efforts, including authorizing ACH debit or other reversing entries or instructions in your name.
- I. A Payment Order or request for other transaction is deemed to be received by us only when actually received by us and in the form or context specified by us. You agree that we have a reasonable time to react to Payment Orders and other requests. We may acknowledge it by email or online by means of a summary message log, depending on the particular Internet Banking Service. Unless you promptly notify us of a problem with a Payment Order or any transaction confirmation, you will be deemed to have approved the accuracy and completeness of the information contained in the confirmation.