

C. Payment and Credit With Respect to ACH Instructions

The Bank will: (a) credit the Account(s) with the total amount of each batch of debit Entries (as defined below) resulting from ACH Instructions and (b) debit the Account(s) with the total amount of each batch of credit Entries resulting from ACH Instructions. The Bank reserves the right to charge all such credits and debits to the Account(s) either (i) as of the date the Bank's Federal Reserve account is credited and/or debited under the ACH operating regulations (the "Settlement Date") or (ii) with respect to credit Entries resulting from ACH Instructions, up to two business days before the Settlement Date. You agree that the Account(s) will be fully funded in available funds to cover all charges made to the Account(s) at such time as the Bank charges the Account(s) in accordance with the previous sentence. As used herein, "Entry" or "Entries" means an electronic item(s) representing the transfer of funds in the ACH that originates from one or more ACH Instructions.

D. Execution of ACH Instructions; Limitation of Liability

A Receiving Depository Financial Institution (RDFI) is the institution that receives Entries from the ACH operator and posts them to the accounts of its depositors (Receivers). Subject to: (a) applicable U.S. laws and regulations, (b) the terms of this Agreement, including this Section 24, (c) the terms and conditions of the Account Agreement and (d) availability of funds in the Account(s), the Bank agrees to execute all ACH Instructions; provided, however that the Bank may refrain from executing any ACH Instruction if the Bank believes that such ACH Instruction may not have been authorized by you. Acceptance of an ACH Instruction shall not be deemed to be a waiver by the Bank of any of the conditions or reservations referred to in the preceding sentence. You agree that, except to the extent provided by applicable law and consistent with Section 7(D)(i) above, the Bank, other members of the Deutsche Bank Group, their Service Providers 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: (a) the Bank's executing ACH Instructions, (b) 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 this Section 24, (c) your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any ACH Instruction received from you), (d) 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 (including without limitation the return of an Entry by such Receiver or RDFI), (e) any other events or circumstances beyond the Bank's control, including but not limited to acts of God, acts of war, acts of terrorism, natural or man-made disaster, machine or computer breakdown or (f) any other acts or omissions of the Bank (or of any of its agents or correspondents) relating to this Section 24 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 Section 7(D)(i) above, 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 the Bank's acts or omissions under this Section 24. 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.

E. Reliance on Account Number

You acknowledge and agree that, if an ACH Instruction describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Bank to the RDFI may be made by the RDFI (or by the Bank in the case of an On-Us ACH Instruction) on the basis of the account number supplied by you, even if the ACH Instruction identifies a person different from the named Receiver, and that your obligation to pay the amount of the ACH Instruction to the Bank is not excused in such circumstances.

F. Examination of Advices and Statements

The Bank will send you a periodic statement or advice showing ACH-related debits and credits to your Account (s). If you have enrolled in the eStatement Service, you will receive such statements electronically in accordance with the terms and conditions set forth in Section 16 above. You agree to exercise ordinary care to determine whether you believe that a statement contains an ACH-related error, and you agree to notify the Bank of such error within 30 days after the Bank provides you with or otherwise makes available to you information sufficient to identify the transaction relating to the deemed error. You agree that: (a) if you fail to make such notification within such 30 day period, the Bank will not be liable for any other losses resulting from your failure to give such notice or any loss of interest or any interest equivalent with respect to an ACH Instruction reflected on such periodic statement and (b) your right to assert a claim against the Bank with respect to any transaction reasonably identified in a statement, advice or other information provided or made available to you by the Bank shall expire within 30 days of the date that such statement, advice or other information was first provided or otherwise made available to you.