

6. Liability

A. Liability for Unauthorized Use.

- i. Tell us AT ONCE if you believe your User ID or Password has become compromised, or if someone has transferred or may transfer money from your Account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account(s) (plus your maximum overdraft line of credit, if any). If you believe your User ID or Password has been compromised, or that someone has transferred money or may transfer money from your Account(s) without your permission, call: 1-866-362-4796 during regular business hours, or write: Deutsche Bank, Banking Service Team, 345 Park Avenue, Lexington Level Mail Stop NYC20-0108, New York, NY 10154.
- ii. For consumers: If you believe an electronic funds transfer (as defined in the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board) shown on your statement was not authorized by you, contact us immediately. If you do not notify us of an unauthorized electronic funds transfer within 60 calendar days after the paper or electronic monthly statement was made available to you, and we could have prevented a loss if you had told us in time, you may not recover any money lost after the 60 days. If there are extenuating circumstances such as a long trip or hospital stay which kept you from telling us, these time periods may be extended.
- iii. For consumers only: If you tell us that your User ID or Password has been compromised within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Password to access your Account and initiate electronic funds transfers without your permission. If you do not tell us within two Business Days after you learn of the loss or theft and we could have prevented the unauthorized use if you had told us, you are responsible for all unauthorized electronic funds transfers, but your maximum liability for any such transfers is \$500.00.
- 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. Upon your request, we may use Security Codes as a security procedure to prevent unauthorized funds transfers or other payments (collectively, requests for funds transfers, ACH entries, transfers between accounts, bill payment, other payment orders or other communications will be referred to as a "Payment Order" in this Agreement). 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 these security procedures, 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 Codes are 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 Codes 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. 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.