

D. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK AND OTHER MEMBERS OF THE DEUTSCHE BANK GROUP, ANY SERVICE PROVIDER 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 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 during regular business hours, or write us at Deutsche Bank, Banking Service Team, 345 Park Avenue, Mail Stop NYC20-0108, New York, NY 10154 as soon as you can, 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 60 days after we sent the FIRST statement on which the problem or error appeared:

- i. Tell us your name and Account number (if any);
- ii. Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information;
- iii. Tell us the dollar amount of the suspected error; and
- iv. Tell us 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 10 business days.

C. For consumers: For electronic funds transfers (as defined in the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board), we will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days 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. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. For errors involving new Accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

8. Confidentiality and Data Protection

A. It is our general policy to treat your Account information as confidential. The Bank will take reasonable measures to prevent the dissemination of information furnished to you through the Internet Banking Services concerning your Accounts, but has no means of controlling communication by means of the Internet or any other telecommunications service you may use to access the Services and cannot guarantee that such information will not be intercepted.

- i. The Bank and its Service Providers may collect, process, and transmit data obtained from and about you in the course of your accessing and using the Internet Banking Services. You agree that any information on the Bank's records may be disclosed to our Service Providers and to third parties as designated by you in compliance with our procedures, your Account Agreement, or as required or permitted by law or regulation, including without limitation: Where it is necessary for completing transfers or other transactions or to send notice of dishonor or nonpayment;
- ii. Where it is necessary for activating or providing additional services requested by you;
- iii. When it is necessary, in the normal course of business, to verify the existence and condition of your Account for a third party, such as a credit bureau, merchant or financial institution;
- iv. In order to comply with a governmental agency or court orders or to otherwise furnish information required by law;
- v. If you give use your permission;
- vi. To advise third parties of accounts closed for misuse; or