

III. GLOSSARY OF TERMS

The following are terms that appear throughout this T&C. Other terms may be defined in the section in which the term is used.

Account Agreement. The current signature card, Deposit Agreement & Disclosures or Global Client Account Agreement (or any predecessor agreements such as the International Account Agreement or Standard Account Operating Terms and Conditions) used in certain jurisdictions as an Account Agreement and the publication(s), as amended from time to time, Bank provides containing terms and conditions applicable to each deposit, savings or current account for which Client uses a Service.

ACH Managed Processing means that all credit Entries are required to be prefunded and settlement of debit Entries will receive delayed availability as further described in the applicable User Documentation

ACH Services mean those Services, including ACH Managed Processing, that allow Client to transfer funds to or from its accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with Bank.

ATM. Automated teller machine.

Business Day. Each day on which the Bank or bank office providing or facilitating a Service is open for business related to that Service.

Certificate. A message that at least (i) identifies the Certification Authority issuing it, (ii) names or identifies its Subscriber, (iii) contains the Subscriber's public key, (iv) identifies its operational period, and (v) is digitally signed by the Certification Authority issuing it.

Certification Authority. The entity (either Client or one of its Third Party Vendors) that issues a Certificate used to secure Communications with the Bank.

Certification Practice Statement. A statement of the practices which a Certification Authority employs in issuing and managing Certificates.

Collected and Available Funds. Funds in an account equal to the ledger balance minus float which, in Bank's reasonable determination, is not subject to a hold, dispute or legal process preventing withdrawal.

Deposit Account. Any one or more demand deposit accounts held by Client with Bank or, upon Bank's approval and in Bank's sole discretion, a demand deposit account held by Client at a third party bank.

Electronic Funds Transfer Services. ACH Services, International Electronic Funds Transfer Services and Wire Transfer Services.

Entries. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

Evaluated Certification Authority. A Certification Authority that is on the Bank's list of Certification Authorities it has evaluated.

Indemnify. When Client indemnifies Bank, Client agrees that, to the extent permitted by law, Client will indemnify Bank and hold Bank harmless from and defend Bank against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising from, out of, or relating to proceedings, demands, disputes, legal actions or enforcement of laws, fines or rules, by parties other than Client and Bank. For purposes of this definition, all references to "Bank" also include Bank's service providers.

Information Processing Facilities. The information processing facilities of the Bank or third party vendors to the Bank used for creating, receiving, maintaining, accessing, and transmitting information in connection with the Services, including but not limited to various servers, storage infrastructure, computing devices, and supporting networks and systems.

Legal Expenses. Reasonable lawyer's fees, fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of the Service Documentation.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation Bank provides to Client.

NACHA Rules. The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Non-Evaluated Certification Authority. A Certification Authority that is not on the Bank's list of Certification Authorities it has evaluated.

Non-Standard Certificates. Certificates issued by a Non-Evaluated Certification Authority or types of Certificates issued by Evaluated Certification Authorities not approved by the Bank.

Payment Account. One or more demand deposit accounts maintained by Client with Bank and used in connection with the Service.

Payment Transaction. A request by Client to Bank to initiate a payment to a Recipient using a Service and/or a request by Client to Bank to initiate a bill payment to a Vendor by means of an ACH credit entry, other electronic funds transfer or a check payment.

Payment Transaction Request. A message transmitted electronically from Client to Bank through the Service requesting us to initiate a Payment Transaction.

Process Date. The date that Client designates in the Payment Transaction Request for the processing of a Payment Transaction. Funds will be deducted from Client's Settlement Account on or after this date.

Recipient. A customer of a U.S. based bank or credit union to whom Client seeks to make a disbursement payment using the Service.

Relying Party. A person or entity that has received a Certificate and acts in reliance on the Certificate and its attestation that the public key belongs to the Subscriber.

Relying Party Agreement. Agreement of a Certification Authority governing the reliance on Certificates it issues.

Request. A request by means permitted under the relevant Wire Transfer Service or International Electronic Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

Reversals. Data for reversing Entries.

Security Breach. An occurrence (i) comprising an acquisition, access, use, or disclosure of information in a manner not permitted under this Agreement which compromises the security or privacy of such information (ii) that materially adversely affects the confidentiality, integrity, or availability of an information system (including without limitation the Bank's Information Processing Facilities) or the information the system processes, stores, or transmits, or (iii) that constitutes a violation of security policies, security procedures, or acceptable use policies.

Security Procedure. Unless agreed otherwise, the applicable security procedure described in the Materials for Client's data delivery type or Service for verifying the authenticity of any (i) electronic funds transfers or payments instructions, including, without limitation, cancellations, amendments or reversals thereto; and (ii) any instructions, data, transactions or other information sent between Client and Bank.

Service. With respect to a Bank of America Corporation subsidiary bank, a global transaction service provided in a specific Bank location and covered by the Service Terms in this T&C as well as amendments, supplements and addenda to this T&C.

Service Documentation. Includes: the Acceptance of Services; the General Terms of the T&C; the Service Terms, which may be contained in the T&C and/or any amendments, supplements or addenda thereto; the country specific terms and conditions for global transaction Services, if any; the User Documentation; and any set-up forms, onboarding documentation or authorization forms.

Service Terms. The terms and conditions under which Bank provides a Service. Service Terms may be found in this T&C as well as any amendments, supplements or addenda thereto.

Settlement Account. One or more demand deposit accounts maintained by Client with Bank and used in connection with the Service.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by Bank for use on a computer in connection with one or more particular Services.

Stop Payment Request. A message Client sends Bank using the Electronic Stop Payment Services, the Check Issuance and Document Printing Services or the Client-Printed Drafts Services to request that payment be stopped on a check or draft which, in the case of the Electronic Stop Payment Services, must be drawn on an eligible account Client has with Bank.

Subscriber. A person or entity who (i) is either (A) the subject named or identified in a Certificate issued to such person or entity or (B) the owner or operator of the machine named or identified in a Certificate issued to such machine, and (ii) holds a private key that corresponds to a public key listed in that Certificate.

Subscriber Agreement. Agreement between a Certification Authority and the Subscriber to which it has issued a Certificate.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by Client. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by Client.

Supplier. Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service.

Transaction Account. One or more deposit accounts maintained by Client with Bank or another financial institution and used in connection with the Payment Processing Services.

Transaction Request. Using the Payment Processing Service, a message transmitted electronically from Client as a Disburser to Bank or Bank's third party processor requesting Bank to originate an Entry to a Collector on Client's behalf.

UPIC means the Universal Payment Identification Code, which is a unique number that identifies both an eligible account at a UPIC Participant, and the UPIC Participant that holds the eligible account. Capitalized terms in this T&C, not otherwise defined, are

defined in the Electronic Payments Network Rules of Membership and the Operating rules, or such later revisions as may be adopted, including, but not limited to, the Rules pertaining to UPICs (EPN UPIC Rules), all collectively referred to as the EPN Rules.

User Documentation. Any information Bank may provide, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular financial center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon request.

Vendor. A non-consumer business, including a sole proprietorship that sent Client a bill, invoice or other statement of account requesting payment for goods or services provided by the Vendor to Client.

Website. Any internet website and/or digital or online access channel (including access through an application on any type of device, including but not limited to, mobile devices) for use in accessing your accounts or Services.

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