

## **ADDENDUM E – COMERICA EXTERNAL TRANSFER SERVICE TERMS AND CONDITIONS**

This Addendum E is incorporated by this reference into the Comerica Web Banking® Terms and Conditions (“Terms”). Capitalized terms used in this Addendum E and not defined in this Addendum E will have the meanings assigned in the Terms. Also, the terms and conditions of this Addendum E supplement and modify, to the extent provided in this Addendum E, the Terms. In the event that this Addendum E is inconsistent with the Terms, then the terms of this Addendum E will govern (to the extent of the inconsistency). This Addendum E provides the terms and conditions for transferring funds among your deposit accounts held at Comerica Bank and your deposit accounts held at other financial institutions located in the United States via our external funds transfer service (“External Funds Transfer Service” or “Comerica External Transfer service”) offered through Comerica Web Banking for Small Business.

**Authorization for External Funds Transfer Service.** By requesting and using the external account transfer feature of our Comerica Web Banking for Small Business services, depending on the type of transfer you request, you authorize us to: (i) debit your external deposit account held at the financial institution you designate and credit those funds to your internal deposit account held at Comerica Bank; or (ii) debit your internal deposit account held at Comerica Bank and transfer those funds to your external deposit account held at the financial institution you designate. You acknowledge that: (i) Comerica Bank may choose the payment mechanism to execute your request to transfer funds using the External Funds Transfer Service, including, but not limited to, Automated Clearing House (“ACH”), check, wire, or correspondent bank transfer; (ii) all of your requests for transfers using the External Funds Transfer Service must comply with the provisions of U.S. law; (iii) Comerica Bank is not required to give you next day notice after Comerica Bank’s receipt of a returned or rejected external transfer request or of any ACH credit for a rejected or returned external transfer request, instead notification is sufficient by posting the re-credited amount to the applicable deposit account used for the debit and listing it on your periodic statement; and (iv) the rules governing the ACH credits and debits will not apply to any type of transfer request for which the ACH was not actually utilized.

### **Types of Transfers; Cancelling Transfers.**

- **Description of External Transfers.** The External Funds Transfer Service allows you to: (i) transfer funds from your Comerica Bank deposit accounts to your external deposit accounts held in your name at other financial institutions (commonly referred to as outgoing external transfers); and (ii) transfer funds from your external deposit accounts held in your name at other financial institutions into your Comerica Bank deposit accounts (commonly referred to as incoming external transfers). Your external deposit accounts must be with a U.S. financial institution. If not, then any credits or debits to such deposit accounts will be rejected by the External Funds Transfer Service. **Unless specifically stated otherwise, the term “external transfer” includes both outgoing and incoming external transfers.**
- **Single or Recurring External Transfers.** An external transfer may be scheduled at a time of up to 365 days in advance of the date the transfer is to be made, or may be set up as an automatic recurring transfer to be made at substantially regular intervals (e.g., monthly, quarterly, etc.) in the same amount between the same two deposit accounts held in your name (called “Recurring”). External transfers can only be set up by accessing Comerica Web Banking for Small Business.
- **Cancelling External Transfers.** You can cancel any external transfer that has not been processed by using the online instructions provided on our “Transfer Activity” tab. For Recurring transfers, you can skip the next scheduled Recurring transfer, or cancel all Recurring transfers using the cancellation process outlined on our “Activity” tab. For Standard External Transfers, you must transmit your request to skip or cancel an external

transfer before 1:00 a.m. (ET) on the next business day the external transfer is scheduled to occur. For Next Day External Transfers, if applicable and therefore made available to you, you must transmit your request to skip or cancel a external transfer before 8:00 p.m. (ET) on the business day the external transfer is scheduled to occur. If you do not meet these deadlines, Comerica Bank may not have sufficient time to process your cancellation instruction, which means your external transfer may be processed as you originally scheduled it.

**Business Days.** For purposes of this Addendum E, Comerica Bank's business days are Monday through Friday. Holidays are not included.

**Codes.** For purposes of this Addendum E, the term "code" refers collectively and individually to your password, user ID, and any required authentication information or other means to access Comerica Web Banking® or the External Funds Transfer Service.

**Contact in Event of Unauthorized Transfer.** If you believe that your code has been lost or stolen, then you should call:

888.444.9876

or write:

Comerica Web Banking  
1717 Main Street, MC 2325  
Dallas, Texas 75201

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**Password, Security and Your Liability for Unauthorized Transfers for Business Accounts.**

The codes are the security procedures. You agree that we may use the security procedures to verify the authenticity of any external transfer request delivered to us in your name through the External Funds Transfer Service. If we verify the authenticity of the external transfer request using the security procedures, then we may rely on it and you will be obligated on the external transfer request whether or not the external transfer request was authorized by you. Also, if the external transfer request was authorized by you, then you will be obligated on the external transfer request even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

You agree to notify us in the event your use of the External Funds Transfer Service would necessitate or be better served by a level of security that exceeds that offered by the security procedures. If you fail to notify us, then you acknowledge and agree that the security aspects of the External Funds Transfer Service are appropriate for your needs and will provide you with commercially reasonable degree of security against unauthorized use for the size, type and frequency of transfers you use the External Funds Transfer Service to accomplish.

**Eligibility for External Transfers.** Outgoing External Transfers can only be made from business checking and business savings accounts.

**Limitations on External Transfers.** There are both dollar and frequency limitations on transfers conducted through the External Funds Transfer Service.

**Dollar Limitations.** The dollar limitations set forth below for each type of external transfer apply independently to outgoing and incoming transfers of the same type. For example, when it comes to the dollar limits for the “outstanding limit,” all incoming external transfers that are “outstanding” will be aggregated and included in the calculation for the “outstanding limit” established for incoming external transfers. Further, when it comes to the dollar limits for the “outstanding limit” all outgoing external transfers that are “outstanding” will be aggregated and included in the calculation for the “outstanding limit” established for outgoing external transfers.

When you reach your "outstanding limit" you will not be able to schedule additional external transfers via the External Funds Transfer service until the status indicator on the "Transfer Activity" tab shows a "Complete" status.

Also, the dollar limitations for “Standard External Transfer” and “Next Day External Transfer” are independent dollar limits and are not aggregated together. Also, it may be possible that both types of external transfers, as listed and defined below, with their corresponding dollar limits, may not be available to you at all times. Generally, the External Funds Transfer Service allows you to use the “Standard External Transfer” initially and then you may become eligible for the “Next Day External Transfer” service. You will only be able to utilize the Next Day External Transfer service if our Comerica External Transfer service makes it available to you.

Finally, based on your use of the External Funds Transfer Service and status of your deposit accounts associated with the External Funds Transfer Service we may: (i) limit your access to use Next Day External Transfer; and (ii) make any modifications to dollar or frequency limits regardless of your past use of the services.

**Standard External Transfers.** The term “Standard External Transfer” refers to incoming or outgoing requests to transfer money that requires a minimum of three (3) business days to be completed. The following are the dollar limitations for Standard External Transfers and apply independently for incoming and outgoing Standard External Transfers:

Minimum transaction amount for each external transfer:		\$10.00
Per transaction limit for each external transfer:		\$25,000
Daily Limit:		
	Incoming External Transfers	\$25,000
	Outgoing External Transfers	\$25,000
Outstanding Limit:		
	Incoming External Transfers	\$50,000
	Outgoing External Transfers	\$50,000
Monthly Limit*:		
	Incoming External Transfers	\$75,000
	Outgoing External Transfers	\$75,000

\* “monthly” means a rolling 30-day period and neither a calendar month nor a statement cycle.

**Next Day External Transfers.** The term “Next Day External Transfer” refers to both incoming and outgoing requests to transfer money that require a minimum of one (1) business day to be completed. The following are the dollar limitations for Next Day Transfers and apply independently for incoming and outgoing Next Day External Transfers:

Minimum transaction amount for each external transfer:		\$10.00
Per transaction limit for each external transfer:		\$10,000
Daily Limit:	Incoming External Transfers	\$10,000
	Outgoing External Transfers	\$10,000
Outstanding Limit:	Incoming External Transfers	\$20,000
	Outgoing External Transfers	\$20,000
Monthly Limit*:	Incoming External Transfers	\$40,000
	Outgoing External Transfers	\$40,000

\* "monthly" means a rolling 30-day period and neither a calendar month nor a statement cycle.

**Our right to reject External Transfers.** We may reject an external transfer for any reason. We will notify you of such rejection (either electronically, in writing, by telephone or as otherwise agreed by you and Comerica Bank) no later than the business day after the Effective Entry Date, as that term is defined in the ACH rules. Also, we reserve the right to complete or to reject any attempted external transfer that exceeds or is lower than the applicable dollar limit or exceeds the available balance in your account, at our complete discretion, and, regardless of our decision in that regard, you understand that such attempted or completed external transfers may subject your deposit account to an overdraft fee as stated in the Business Account Service Charges and Interest Information brochures.

**Frequency Limitations.** In addition to those limitations for external transfers elsewhere described, there are frequency limits that apply when transferring funds from a savings or money market account. You may make a maximum of 6 preauthorized, automatic or telephone transfers per statement cycle on a savings or money market account. No more than 3 of the 6 transfers may be made by check, draft, debit or similar order made by you and payable to third parties. If you exceed these limits, then Comerica Bank may close the savings or money market account or reconvert the savings or money market account to a non-interest bearing account. Also, Comerica Bank will impose a fee for each transfer that exceeds these limits. (See Comerica's and Business Account Service Charges and Interest Information brochure for applicable fees for exceeding these limits.) Each external transfer that you request through the use of the External Funds Transfer Service from your savings or money market account, counts as one of the six transfers that you are permitted each statement cycle.

**Other limitations.** We reserve the right to limit the frequency and dollar amount of transactions from any of your deposit accounts for security reasons. In addition, it is possible that your external deposit accounts held at other financial institutions are subject to dollar and frequency limitations that will affect your ability to conduct your requested external transfers. We will not be liable to you for any external transfer that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.

**Provisional Payment.** There is an ACH rule that makes payment of an ACH credit entry provisional until the financial institution, which holds the deposit account that is credited for the ACH credit entry, is in receipt of final settlement for such ACH entry. You specifically agree and acknowledge that you have received notice of this ACH rule. Further, if there is no final settlement, then the financial institution will be entitled to a refund from the person who authorized the ACH credit entry (which also should be you since the deposit account is yours) and you will not be deemed to have paid the amount of the ACH credit entry. For example, if you initiate an

external funds transfer request where funds are coming from your external deposit account held at another financial institution in order to be credited to your internal deposit account held at Comerica Bank and Comerica Bank credits you the amount of the external funds transfer request and you do not have the money in your external deposit account held with your financial institution to settle the external transfer request, then we may debit your deposit account that you hold with Comerica Bank in the amount of the ACH credit entry and you will not be deemed to have paid the external transfer request.

**External Transfer Fee.** The following fees apply for each outgoing external transfer:

- Standard External Transfer Fee: \$3.00
- Next Business Day External Transfer Fee: \$10.00

We do not impose any fees for incoming external transfers.

**Reliance on Your Instructions.** We are not responsible for detecting any errors in any transfer requested by you through the External Funds Transfer Service. You are responsible for the content of any external transfer instruction and Comerica Bank may rely upon the information you provide to Comerica Bank when processing the external transfer instruction. Comerica Bank and any other financial institution may rely solely on the account numbers and bank identifying numbers that you provide to Comerica Bank for identifying your external deposit account, and financial institution(s) holding such accounts, regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your external transfers have no responsibility to identify or investigate any discrepancy between names and account numbers. Also, your obligation to pay the amount of any external transfer request will not be excused in circumstances where your external transfer request describes the name and account number inconsistently or the name and identifying number of the financial institution inconsistently.

**Verification of Identity and Account Ownership.** When you register for the External Funds Transfer Service, you also authorize Comerica Bank to obtain information from any financial institutions holding your external deposit accounts in order to confirm your access to and/or ownership of the external deposit accounts. You also authorize Comerica Bank to request information regarding you and your external deposit accounts from other third party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as is reasonably necessary to provide the External Funds Transfer Service to you. Comerica Bank is under no obligation to you or any other person to verify or confirm your registration information or your ownership of the external deposit accounts or to confirm that your deposit accounts held at Comerica Bank and the external deposit accounts at another financial institution are held in the same name and/or legal capacity. You represent and warrant that your deposit accounts held at Comerica Bank and the external deposit accounts held at another financial institution that utilize the External Funds Transfer Service are held in the same name or legal capacity or you have the authority to make deposits and withdrawals. You agree to provide true, accurate, current and complete information about yourself and your external deposit accounts held at other financial institutions and you agree to not misrepresent your identity or your deposit account information.

The External Funds Transfer Service may use up to three methods for you to verify your control and authority to access the external deposit accounts held at other financial institutions. You must undertake one of these account verification options in order to use the External Funds Transfer Service. These three account verification options are as follows:

**Instant Verification.** You authorize and agree that Comerica Bank is able to verify your account ownership to any external deposit account held in your name at another financial institution that you set forth in any external transfer request by using a shared database that is used by participating financial institutions to verify account ownership of account owners. Further, you authorize and agree that Comerica Bank can provide your personal information obtained at account opening with the shared database. However, online access credentials, such as username and password, will not be disclosed to the shared database. Specifically, any information released to the shared database will be information that is already known by your financial institution that holds your external account.

**Real Time Verification.** You provide Comerica Bank with your online credentials (such as username and password) in order to access your external deposit accounts held at another institution online, and thereby verify your control and authority to access the external deposit accounts. If you select this option for verification, you authorize us to access websites and online banking systems of the financial institution holding your external deposit account, on your behalf, to retrieve information about your accounts. For all purposes hereof, you hereby appoint us as your true and lawful agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites (including the website of the financial institution that holds the external deposit account(s)), servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party financial institutions holding the external deposit account shall be entitled to rely on the foregoing authorization, and agency authorization granted by you. You understand and agree that use of this verification process is not endorsed or sponsored by the financial institutions holding the external deposit account(s), and you are not required to provide us with your online credentials in order to use the External Funds Transfer Service. You are licensing to us any information, data, passwords, materials or other content (collectively, Content) you provide to us. We may use, modify, display, distribute and create new material using such Content in order to provide the requested External Funds Transfer Service to you. By submitting Content, you automatically agree that we may use the Content for the purposes set out above without any particular time limit and without the payment of any fees.

**Challenge Deposits.** By using the Challenge Deposit Verification Service, you authorize Comerica Bank to make up to two micro-deposits (less than \$1.00) to the external deposit accounts specified by you. You will thereafter verify to Comerica Bank the amounts of each micro-deposit made to the external deposit account owned by you and held at another financial institution.

**Suspension and Reinstatement of Transfer Service.** In the event that we, at any time, incur a problem with your use of the External Funds Transfer Service, including without limitation, the inability to debit any of your external deposit accounts or to collect funds with respect to any of your transfers, as described above, and without limiting any other right or remedy that we may have under the Terms, this Addendum E or otherwise, we reserve the right to suspend your right to use the External Funds Transfer Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect Comerica

Bank and you from potential losses. In the event of such suspension, you may request reinstatement of your External Funds Transfer Service by contacting us at 888.444.9876.

We reserve the right in our sole discretion to grant or deny reinstatement of your use of the External Funds Transfer Service. Comerica Bank reserves the right to adjust the applicable Dollar and/or Frequency Limitations at any time.

**Termination.** The External Funds Transfer Service remains in effect until it is terminated by either you or by us. You may cancel your External Funds Transfer Service at any time by calling Comerica Customer Service at 888.444.9876. The External Funds Transfer Service will be cancelled after we have had a reasonable opportunity to act upon your cancellation request. You agree to use the External Funds Transfer Service only for bona fide and lawful purposes. We may suspend or terminate your participation in the External Funds Transfer Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. Any transfers we have already processed before the termination date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are terminating the External Funds Transfer Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under the Terms or this Addendum E for transfers we have processed on your behalf.

**No Obligation to Honor Instructions.** We shall have no obligation to honor any instruction, in whole or in part, that (a) is, or that we reasonably believe is used for, any illegal or improper purpose or activity; (b) exceeds the available funds in your deposit account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the External Funds Transfer Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in the Terms or this Addendum E, or any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the External Funds Transfer Service, in whole or in part, at any time, with or without cause and without notice, and may immediately do so including, without limitation, if: (i) we have reason to believe that your deposit account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; or (ii) we believe the External Funds Transfer Service is not being used for its intended, bona fide and lawful purposes under this Agreement; (iii) you repeatedly overdraw your deposit accounts at Comerica Bank; or (iv) your deposit account at Comerica Bank is closed or access to your deposit account is restricted for any reason.

**Other Important Information.** To report any unauthorized transactions, please call us immediately at 888.444.9876. If you have a problem or question about your account at another financial institution, please contact your other financial institution directly. Please remember that use of your account at another financial institution is subject to that financial institution's rules and regulations governing your account, and we are not liable or responsible for any cost or losses incurred as a result of your external transfer requests from and/or into such accounts.

You agree that your action of checking the box below or using the External Funds Transfer Service constitutes your agreement and acknowledgement of this Addendum E and the Terms. If you do not wish to be bound by this Addendum E, then do not check the box below to indicate your agreement and acknowledgment of Addendum E or use our External Funds Transfer Service.