

# Personal Deposit Account Agreement



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# Welcome to SouthState Bank, National Association

Thank you for opening an account with SouthState Bank, N.A. We are pleased you have chosen to bank with us and look forward to serving you now and in the future.

This Personal Deposit Account Agreement ("Agreement") includes the following disclosures that may be listed on your Account Agreement (herein referred to as a "signature card"): Terms & Conditions, Funds Availability, Electronic Fund Transfers, and Substitute Checks. In this Agreement, "SouthState," "Bank," "we," "our," and "us" refers to SouthState Bank, N.A. "Depositor," "you" and "your" refers to each owner and each person with the authority to deposit, withdraw, or exercise control over the funds in the account.

## GENERAL LEGAL AGREEMENT

### What is the purpose of this Agreement?

Please read this entire Agreement carefully and keep it in a convenient location for future reference. This Agreement, along with the other disclosures provided at the time you opened your account, govern your deposit account with SouthState and supersede all previous personal deposit account agreements. The term "other disclosures" may include, but is not limited to, a separate schedule of rates, qualifying balances, specific account terms and fees. By opening an account, providing a written or electronic signature card or other agreement or contract, conducting transactions on your account, and continuing to hold an account with us, you acknowledge you have read, understand, and agree to this Agreement (as well as any future modifications, changes or supplements made to this Agreement, if any, in accordance with this Agreement) and other disclosures provided at the time of account opening.

### What law governs this Agreement? Where is your account located?

Unless otherwise stated herein, your account and this Agreement will be governed by federal law and, unless superseded by federal law, by the law of the state in which your account is maintained. Generally, if you opened your account in person, or through a remote or digital channel (such as online or through our mobile application), and your physical address is located in a state in which we have a branch at that time (or you reside within 50 miles of a branch), it is maintained in the state in which such branch is located. If you reside anywhere else, then your Account is maintained in Florida.

We reserve the right to change the location of your account in our records at any time, at our discretion. By maintaining an account with us, you submit to the personal jurisdiction of the state where your account is maintained. A lawsuit or other legal proceeding regarding your account must be brought in a proper federal court or in a court in the applicable state. If state and federal law is inconsistent, or if state law is deemed preempted by federal law, federal law governs.

### What is a dispute?

A dispute is any claim, dispute, or controversy, whether arising in contract or tort, or by statute, and whether for money damages, penalties, or equitable relief, by either you or us against the other or its employees or agents, arising from or in connection with or relating in any way to this Agreement or the relationship between you and us.

### How do we resolve disputes under this Agreement (Waiver of Jury Trial)?

**UNLESS OTHERWISE PROHIBITED BY LAW, WE AND YOU KNOWINGLY WAIVE OUR RESPECTIVE RIGHTS TO A JURY TRIAL. To the extent allowed by law, all claims, disputes, and other matters in question between us and you shall be tried to a judge sitting without a jury. This waiver includes but is not limited to those disputes arising out of, or relating to, the account, this Agreement or the validity, interpretation, enforceability, or breach thereof and any claims arising under federal, state, or common law.** The procedures specified in this paragraph shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement or the account.

### What is the relationship between a Bank and Depositor?

When you open an account with the Bank, a debtor/creditor relationship is created. You agree, unless otherwise expressly agreed by us in writing, the deposits in your account are general deposits. You further agree the relationship between us and you is solely that of debtor/bank and creditor/depositor and we are not acting as your fiduciary. You agree not to bring any claim against the Bank based on an assertion that the Bank has breached a fiduciary duty.

### How and when will we notify you of changes to this Agreement?

The terms of this Agreement may change at any time. We may add new terms, delete or amend existing terms, add new accounts and services, modify or add fees, or discontinue existing accounts or services. We may convert existing accounts or services into new accounts and services. We may also change or supplement this Agreement.

In some instances, we may make changes without prior notice to you, if the changes are made for security reasons or if we believe they are either beneficial or not adverse to you. However, we will send you advance notice of any changes to the Agreement that may have an adverse effect on your account. Notice will be provided prior to the effective date of the change as required by applicable law. These changes will be communicated to you through hardcopy or electronic written notice which will explain the changes and instructions on how to obtain a current version of a revised Agreement at your local branch or online at our website, [www.SouthStateBank.com](http://www.SouthStateBank.com).

On the effective date of a change, the revised version of the Agreement will govern your account and supersede all prior versions, regardless of whether you obtain a copy from your branch or online. Continued use of your account following a notice of change will indicate your acceptance of the changes. If you do not agree with a change, you may close your account as provided in the **"When can an account be closed?"** section below.

### What FDIC Insurance is available?

Funds in your account(s) are insured by the Federal Deposit Insurance Corporation ("FDIC"). The standard maximum deposit insurance amount is \$250,000 per depositor for each account ownership category. The amount of insurance coverage you have depends on the number of accounts you have with us and the ownership of those accounts. If you want additional information, you may ask us, call the FDIC toll-free at 1-877-ASK-FDIC (877-275-3342), or visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov).

## INFORMATION ABOUT YOU, YOUR ACCOUNT, AND PRIVACY

### What do you need to know about procedures for opening a new account?

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open an account, we will ask for your legal name, address (physical and mailing), date of birth, and other information that will allow us to identify you. We may also ask to see and/or make copies of unexpired identification cards, such as a driver's license or other photo identification. We will take steps to ensure we have a reasonable assurance of your identity and may contact you for additional information if necessary. If we are unable to verify your identity in accordance with our policies, we will not open your account, or we may close the account if it was previously funded.

#### **When you open an account, can we make credit and other inquiries about you?**

By accepting this Agreement, you authorize us to request information about you from consumer reporting agencies or other information agencies for the purposes of verifying your identity, determining if we should open, maintain, or close your account, or for other general business purposes. You further authorize us to perform employment verification for these same purposes. Upon your request, we will tell you whether we requested a consumer report or information from another source and provide the reporting agency's contact information.

#### **Can we report negative account information about you?**

If we close your account due to improper management of the account (i.e., overdrawn, unpaid balances), we may report negative account information to consumer reporting agencies or other account information agencies or companies. The negative reporting could impact your ability to open an account at another bank for up to five (5) years from the date of report.

If you believe we have reported inaccurate information about your account to a consumer reporting agency, written notice describing the inaccuracy should be sent to us at the following address:

SouthState Bank, National Association  
P.O. Box 118068  
Charleston, SC 29423

#### **When will we share your private information?**

We will share information about your account only in accordance with the Consumer Privacy Notice provided to you at the time of account opening and periodically as required by applicable law. You may obtain a copy of the Consumer Privacy Notice at any time from our branch personnel or from our website at [www.SouthStateBank.com](http://www.SouthStateBank.com).

#### **How will we use your telephone number?**

When you provide your telephone number to us, you are authorizing us to place calls to you at that number. This applies to both landline phone numbers and cell phone numbers. "Calls" include both telephone calls and text messages to or from your phone or cell phone. By way of example and without any limitation, we may place calls/texts to you about fraud alerts, deposit holds, or amounts you owe us (collection calls) on your account. By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications at that number that include, but are not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents. This express consent applies to each such telephone number you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur fees from your cellular provider. By maintaining an account with us, you are authorizing us to monitor and record telephone conversations

you have with us for reasonable business purposes. We will not remind you that we may be monitoring or recording a call at the outset of the call, unless required by law to do so.

#### **How will we use an email address you provide to us?**

When you provide your email address to us, you are authorizing us to send to you, at that email address, messages and any and all written notices required by law (unless email is expressly excluded as satisfying a notice delivery requirement).

#### **When can an account be closed?**

We can close your account for any reason or for no reason at all. If we close your account, we will provide written notice to you as soon as reasonably possible. However, we may not provide this notice to you prior to closing the account if we believe that prior notice could result in a security risk to us or the owner of the funds in the account. Notice to any one individual on the account is considered notice to all owners and signers on the account. We will send the collected account balance to you either personally or at your last known address as reflected in our account records, after withholding a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

You may choose to close your account at any time. Before you notify us to close your account, you are responsible for bringing your account to a zero balance or leaving enough money in the account to cover any accrued fees and outstanding items to be paid from the account. We will have no liability to you for any items returned as unpaid on the closed account, even if you have attempted to make a deposit to the closed account.

Your account may automatically close if the balance is zero for at least 60 calendar days.

Once your account has a zero balance, you will still be responsible for any applicable charges or fees including, but not limited to, any monthly maintenance charges. You may contact us at 1-800-277-2175 to close your account to avoid such charges or fees.

In cases where we recommend you close your account and open a new account because of fraud, if you disregard our suggestion, you agree you are responsible for any and all losses, costs and expenses related to unauthorized, altered, or fraudulent transactions, and you agree to indemnify and hold us harmless for such amounts.

If any of your accounts are closed, we will return any balance, less any fees, claims, setoffs, or other amounts if the balance is greater than \$1, and we may transfer this balance from the closed account to any other open account with at least one common owner. Funds that cannot be returned or transferred may be considered abandoned under state law, and we will comply with applicable state unclaimed property law regarding such funds as more particularly described below in the section captioned "**What is unclaimed property? When do we consider your accounts abandoned?**"

This Agreement will continue to govern matters related to your account even after the account is closed.

### **ACCOUNT OWNERSHIP PROVISIONS**

The following provisions describe the rules applicable to the various types of accounts available. Not all accounts may be available in your area or through the method by which your account was opened. Please contact us at 1-800-277-2175 for more information.

You agree when you open an account, the titling of the account is

proper, and that we have no responsibility to inform you as to how the titling may affect your legal interests. If you have any questions as to the legal effects of an account, you should consult with your own attorney or advisor. You further agree you are solely responsible for meeting all of the requirements for establishing and maintaining the type of account you desire and for ensuring you have properly completed any applicable documents or forms. You agree to sign the documentation necessary to create the proper ownership of your account. We make no representations regarding the appropriateness or effect of ownership and beneficiary designations on your account, except as they determine whom we may pay the account funds.

### **What is a single party account?**

A single party account is an account owned by a person individually, subject to the terms of this Agreement and applicable law. We may, but are not required to, permit you to authorize a third party to perform transactions on your account without granting the third party any ownership of your account. If we permit this, you and the third party may be required to sign a new signature card.

### **What is a multiple party (or joint, if applicable) account?**

A multiple party (or joint, if applicable) account is an account jointly owned by more than one person. The co-owners of the account are those persons who have signed the signature card as co-owners, regardless of whose money is deposited into the account. You agree each co-owner appoints the other(s) as their agent to operate the account without the consent or approval of any other co-owner. By way of example and without limitation, any co-owner may, without the consent or approval of any other owner:

- Deposit, withdraw, and conduct any business on the account including, but not limited to, pledging, or encumbering the account.
- Appoint an agent or attorney-in-fact for the account without the consent of notice to the other owners, subject to our right to require the consent of all owners.
- Acting as agent, endorse for deposit a check, draft, or other payment order made payable to any other owner.
- Create an overdraft in the account, which we may collect from any owner.
- Place or remove a stop payment order affecting the account; and,
- Close the account.

We may act and rely on the instructions of one co-owner without liability to any other co-owner. You further agree each co-owner is jointly and severally liable to us for all fees, charges, and other amounts owed to us under, as well as all costs, losses, and liabilities related to, this Agreement or the account. As a result, to the extent permitted by law, each owner authorizes us to exercise set off and enforce our security interest in the entire account even though only one of the owners is the debtor. These rights exist regardless of who contributes funds to the account. We are not bound by the knowledge of, and have no duty to inquire as to, the source of funds deposited into or withdrawn from the account, and each owner shall have an equal and undivided interest in the entire account. Any notice we are required to send to you will be deemed adequate if delivered to any co-owner or signer.

A multiple party (or joint, if applicable) account will be designated as "with survivorship." When an account is "with survivorship," it means if any owner dies, the funds remaining in the account belong to those

co-owners who are still living or, if only one owner survives, to that owner as their separate property. We do not offer new multiple (or joint, if applicable) party accounts without the right of survivorship. As a result, in the absence of any clear and convincing evidence on our records of a different intention at the time the account was created: (i) any account on which you are named as a co-owner with one or more other co-owners will be a multiple party (or joint, if applicable) account with right of survivorship; (ii) upon the death of a co-owner, the remaining funds in the account will belong, and may be paid directly, to the surviving co-owner(s) and will not pass by inheritance to the heirs of the deceased co-owner or be controlled by the deceased owner's will; and (iii) our payment of such amounts to the surviving co-owner(s) will be a complete and total discharge of our liability. This provision is intended to create a multiple party (or joint, if applicable) account with right of survivorship by contract without regard to statutory formalities. Please see the subsection below entitled "**When must you notify us of the death or incompetence of a person on your account?**" to better understand our obligations.

**Special Notes: North Carolina joint accounts.** Joint accounts with survivorship opened and maintained in North Carolina are governed by Section 53C-6-6; however, those opened prior to June 1989 may be governed by Section 41-2.1. If your account is governed by Section 41-2.1, you agree that in addition to the payment alternative specified in Section 41- 2.1, we may, at our option, pay the portion of the account which would be payable to the Clerk of Court or the deceased owner's estate directly to the surviving co-owners or the surviving co-owners and the decedent's estate. You agree to indemnify and hold us harmless against any claims or losses which arise from such payment. Payment of the balance of the account as set forth above constitutes a contractual expansion of the Section 41-2.1 payment options. Your continued use of a joint account originally created under this section constitutes your acceptance of this modification, which shall be binding upon you and your estate.

**Special Notes: Tenants-by-the-Entireties accounts. Some states permit married individuals to hold deposit accounts jointly with their spouses as tenants-by-the-entireties. In the absence of clear and convincing evidence in our records of an intent to create a tenants-by-the-entireties account, we will hold any account in which you and your spouse are named as co-owners as a multiple party account with right of survivorship (unless non-survivorship is indicated), unless state law prescribes otherwise.**

**If your account is deemed to be held by you and a co-owner as tenants-by-the-entireties, either by contract or by state law, you acknowledge and agree that (i) each account owner may act for the other as is or her agent with respect to all matters and transactions concerning the account; (ii) each account owner retains individual responsibility for account maintenance, and we may deduct from account funds any fees, charges, expenditures, claims or losses caused by the mishandling of the account regardless of whether one or both accounts owners are responsible for causing the loss or expense; and (iii) in dealing with any and all potential claims against the account, whether by garnishment, levy, lien, execution, or other claim, we are entitled to report the existence of the account in responding to third-party claims against the account. You acknowledge that we will not be required to make a determination as to the viability of any protection that may be available to you with respect to the account due to your status as tenants-by-the-entireties, and you agree to bear the responsibility for appearing before the court and invoking any additional protection offered by your tenants-by-the-entireties ownership of the account.**

**What is a Payable on Death ("POD") account? What is a statutory revocable trust account?**

A POD or revocable trust account is a single account or a multiple party (or joint, as applicable) account with rights of survivorship with one or more persons designated as the "beneficiary." Both of these accounts are established by the designation on the signature card. During the lifetime of the owner(s), the funds in the account are the property of the owner(s) and any one owner can take any action with respect to the account or the funds (including changing the beneficiary or payee, which must be evidenced by a written change to the signature card). Upon the death of any one owner, the funds remaining in the account pass to the surviving owner(s). Upon the death of the last owner, the funds remaining in the account pass to the beneficiary or the payee, as applicable, after we deduct any fees or costs that the last owner owes to us. If there is more than one surviving beneficiary or payee, the funds will pass to them equally. If no beneficiary or payee survives the last owner, you agree we will pay the funds to the last owner's estate.

You must satisfy all of the requirements under applicable law to establish a valid revocable trust or POD account. If you fail to do so, we may treat your account as a single or multiple party (or joint, as applicable) account without POD or trust features, in which case, upon the death of the last surviving account owner, you agree we may disburse the funds to the last surviving account owner's estate or elsewhere as may be required by law.

We have no obligation to notify any beneficiary of the existence of any revocable trust or POD account, as applicable, or the vesting of any interest in any revocable trust or POD account.

#### **What is a fiduciary account?**

Any individual acting as an agent, representative payee, guardian, personal representative, trustee, custodian, conservator, or in some other fiduciary capacity must be designated as such on the account signature card. You agree we are authorized to follow the directions of the fiduciary regarding the account until (a) we receive written notice that the fiduciary's authority has been terminated in such a manner as is satisfactory to us and (b) we have had reasonable time to act upon that notice. The terms of any trust agreement, court order, or other document under which a fiduciary account is opened will govern the account, and we have the right, but not the obligation, to review any such document. We assume no liability for the administration of any trust or fiduciary relationship whether or not we have been provided with a copy of such document, and we shall not be liable to anyone for the misapplication of funds from an account by any fiduciary.

#### **What is a "Convenience Account"? (Florida Only)**

A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account in the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions made by the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

#### **What is a "Personal Agency Account"? (North Carolina Only)**

An account designated on the signature card or other written contract as a "Personal Agency Account" is governed by the provisions of N.C.G.S. Section 53C-6-8 or its successor. On the signature card, an owner may name an agent who will have authority on the owner's behalf to make, sign, or execute checks drawn on the account or otherwise make withdrawals or transfers from the account; endorse checks made payable to you for deposit only into the account; and deposit cash or negotiable instruments, including instruments endorsed by you, into the account. The agent will not have any ownership rights or interest in the account. In addition, you may elect to extend the authority of your agent notwithstanding your subsequent incapacity or mental incompetence. If you do not extend the authority of your agent, such authority will terminate upon your incapacity or mental incompetence. At the owner's death, the funds remaining in the account will become part of the owner's estate. The owner (or the agent) must promptly notify us when the agent's authority has terminated, and your agent must notify us if he/she/they suspect that you have become incapacitated or mentally incompetent, even though you may not have been so legally adjudicated. You agree we are authorized to follow the directions of the agent regarding the account until (a) we receive written notice that the agent's authority has been terminated in such a manner as is satisfactory to us and (b) we have had reasonable time to act upon that notice.

#### **What types of accounts do we offer for minors?**

*UTMA/GTMA Accounts.* Applicable state law will govern any account designated as a Uniform Transfers to Minors Act" (AL, FL, NC, SC, and VA) account or "Georgia Transfers to Minor Act" account (respectively, "UTMA" or "GTMA" account). The signature card will identify the name of a custodian who will have authority (on behalf of the minor) to transact business in the account. The custodian will have no ownership rights or interest in the account. The custodian must notify us in writing immediately upon the death of the minor, the minor attaining the age of majority, the appointment of a successor custodian, or the termination of the custodian's authority. Before we receive such notice and until we have a reasonable period of time to act, we may rely on the custodian's authority to act on behalf of the minor, and we may honor any checks or drafts written on the account without incurring any liability to the minor or any third party. The custodian will be liable to us for any loss or expense it incurs because of failure to give prompt notice. Termination and distribution of funds to the minor will be in accordance with applicable state law.

*Non-UTMA/GTMA or Account.* An account that is shown on our records in the name of a minor "by" an adult who is not a custodian of the minor under the UTMA or the GTMA (or the minor's trustee, court-appointed guardian, or other legally appointed representative) is referred to as a "minor by" account. The minor has beneficial ownership of the funds deposited in the account, and the adult is the minor's agent. Except to the extent prohibited by law, control of the account is vested in the adult whose name appears on our account records until the minor reaches the age of 18. If there is more than one adult named on our account records, each may act independently. We have no fiduciary responsibility to the minor or to the adult with respect to the account and no liability if the adult misappropriates funds in the account. If the adult (or if more than one (1) adult, the last to survive) dies before the minor reaches the age of majority, we may, in our discretion: (i) permit the naming of another adult on the account, (ii) transfer the funds to a duly-appointed representative of the minor, (iii) transfer the funds to a UTMA/GTMA account for the minor, (iv) pay the funds to the clerk of court to be held for the minor, or (v) transfer the funds as provided by applicable law.

#### **What type of account can you establish under a written trust agreement?**

A trustee may establish a trust account based on the provisions of a signed and notarized trust certification. In the absence of the trust certification or in addition to the trust certification, we may require

evidence satisfactory in our sole discretion as to the existence of the written trust agreement, the identity of the trustee(s), and the power of any trustee to act under such written trust agreement. The trust account will be governed by applicable state law, the provisions of the trust certification, or in the absence of the trust certification, trust documentation provided to us.

#### **What is a court-ordered trust account?**

A court may order us to open a trust account that will be governed by applicable state law and established and held in accordance with directives from the court having jurisdiction over the account. We will require satisfactory evidence, in the form of original or certified copies of court orders, of authority to establish the account and to make any transfers, disbursements, or other withdrawals from the account. We may place a hold on the account, deny you access to the funds in the account, or take other actions with respect to the account, as directed by the court.

#### **Who can pledge an account as collateral?**

Any account owner (acting alone) has the right to pledge the account as security for the repayment of any debt (regardless of who is obligated to repay the debt) without the knowledge, consent, or joinder of any co-owner. Any such pledge shall survive the death of the person(s) who pledged the account and shall be binding on them and their respective heirs, personal representatives, successors and assigns and on all other persons who then have or thereafter acquire any interest in the account.

#### **Can you transfer an account to another person?**

An owner may not transfer, assign, grant, or negotiate an account. Instead, we will require you to close the account and open a new account in the transferee's name. Further, we will not accept or acknowledge an attempted pledge or assignment of an account or an interest in an account, including a notice of security interest.

#### **How can you change owners or signers on an account?**

Any owner, including one of the owners of a multiple party (or joint, as applicable) account, may add owners or authorized signers to an account provided, however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to our prior approval may an owner remove another owner or authorized signer from an account. No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

### **INTEREST BEARING ACCOUNTS**

#### **How do we calculate interest for an interest-bearing account?**

The terms related to any interest earned on your account are provided separately in the applicable *Truth in Savings Disclosure* for your account.

#### **Can we require prior notice before you withdraw from a savings or money market account?**

Federal law allows us the right to require seven days written notice before you withdraw money from any savings or money market account. It is not generally our policy to do so. Requests for large cash withdrawals may require advance notice to ensure cash is available.

#### **When do we report interest to the IRS?**

On an annual basis, we are required to report to you and the Internal Revenue Service ("IRS") interest payments, rebates, or bonuses that total \$10 or more on your account(s) over the course of the year. We will mail the appropriate tax filing form to the address we have on file for your account.

If there is more than one owner on the account, we will report on/for the person or entity designated in our records as the tax reporting name.

#### **When are we required to withhold interest ("backup withholding")?**

When you open an account, you are required to provide a certified (1) U.S. Taxpayer Identification Number, (2) U.S. social security number or (3) IRS Individual Taxpayer Identification Number (each, a "TIN"), and information regarding your backup withholding status. By opening your account, you are certifying the TIN and backup withholding information provided are complete and accurate.

If a certified TIN is not provided at the time your account is opened, backup withholding will commence immediately. You must provide us with your TIN promptly after you receive it. If after 30 days a certified TIN is not furnished, we may close your account.

If you are exempt from backup withholding, you must submit a completed exemption certification (i.e., Form W-8) and provide it to us along with your TIN. If you are an exempt foreign person or entity, you must renew your exemption certification prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your account will be subject to backup withholding. If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us your certified name and TIN.

If you fail to furnish a Tax Identification Number (TIN), the IRS notifies SouthState Bank, N.A. that the TIN you provided is incorrect, or if you or the bank are notified by the IRS you are subject to backup withholding, federal law requires us to withhold a statutory amount of interest payments ("backup withholding"). If you are exempt from withholding, you must provide the bank with evidence of your exemption in order for us to remove withholding.

### **PROCESSING DEPOSITS AND CASHED ITEMS**

#### **How do we cash or accept items for deposit?**

We may refuse to accept, except for collection only, or return all or part of any deposit. Items we accept for deposit or collection are received by us for deposit and collection only. We act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. If we accept checks or other items for deposit to your account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them.

- If we cash a check or other item for you or credit it to your account, and it is not paid for any reason, we may charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.
- Each of you authorizes every other person signing the signature card to endorse any item payable to you or your order for deposit to your account or any other transaction with us.
- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit, unless you can prove our determination was erroneous. Please see the section below captioned "How do you report deposit errors?" for additional information.



- We may refuse to accept for deposit to your account items payable to another person.
- We may refuse or accept for collection only all or part of any deposit in which we, in our sole discretion, doubt the validity or collectability of payment.
- We are not responsible for errors and delays made by others in the collection process.
- We may reverse any provisional credit for items that are lost, stolen, or returned.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person from whose account it is drawn or an authorized mechanical reproduction of that person's signature.
- We may disregard information on any item which we have taken for deposit or collection other than the identification of the payor bank, the amount shown in words in the space designated on the item for such information, endorsements, and any other information encoded into the MICR line pursuant to our usual procedures.
- We are not responsible for deposits until we actually receive the deposits, and our records shall be conclusive as to our receipt of the deposits.
- If you open an account as a "representative payee" for someone who receives Social Security benefit or disability, or a legal custodian, spouse payee, or other custodian for someone who receives Veterans Administration benefit or other types of benefit payments subject to government reclamation, you agree not to permit any deposits in the account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the beneficiary, the person for whose benefit the funds are paid. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the account.

#### **How should you make a deposit?**

You should use your personalized deposit slips with your preprinted name and account number. You are responsible for verifying the accuracy of all information on the pre-printed deposit slip form obtained through us. We will not be responsible or liable for any other loss or damage you sustain. In addition, if you use a blank deposit slip from one of our branches rather than your personalized deposit slip, we are not liable to you for errors that may result from hand-written account information or if you provide an incorrect account number. Please refer to the Online and Mobile Banking Agreement for deposit information related to mobile deposits and the sections below captioned **ELECTRONIC BANKING** for ATM-related deposit information.

#### **Can we verify checks, cashier's checks, and similar items?**

We cannot generally verify that checks, money orders, cashier's checks or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash or accept such items and we later learn that the item is fraudulent, counterfeit, or invalid for some other reason, we may charge your account for the amount of the item. This may occur even if (i) we previously made the funds available to you or (ii) this causes your account to

become overdrawn.

#### **What happens if a check is lost in the collection process?**

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. We may charge your account for the amount of the check, even if this causes your account to become overdrawn, if a check is lost during the collection process or if the financial institution on which the check is drawn gives us a copy of the check or a debit slip representing the check. A check that was lost may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

#### **What guarantees do you give us when you deposit a demand draft or a remotely created check?**

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense, and liability related to a claim that such a draft or check was not authorized by the person(s) on whose account it was drawn.

#### **How do you report deposit errors?**

Any deposit we receive from you is not an admission by the Bank that the amount or type of deposit shown was received by the Bank. We have no duty to compare the items listed on the deposit slip with the items accompanying the slip or to perform any audit or accounting function with respect to such listing of items deposited.

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. If later we determine the amounts you declared on a deposit slip are incorrect, we will adjust (debit or credit) your account for the discrepancy. Differences identified in an amount equal to \$5.00 or less will always be handled in a manner that is in your favor.

For example:

- if deposited items total \$95.50, however your deposit slip indicates \$100, no change will be made to the deposit amount.
- if the deposited items total \$104.50, however your deposit slip indicates \$100, the account will be credited \$104.50.

No notice will be mailed for discrepancies up to and including \$5.00. However, if we fail to identify an error made when completing the deposit slip, we will not adjust the deposit unless you notify us of the error within sixty (60) days after we mail your account statement or otherwise make your periodic statement available to you. If this notice period has passed and you did not bring an error to our attention, the deposit amount indicated on the statement will be considered finally settled.

#### **What are the rules regarding Night Depositories?**

If you place a deposit into a Night Depository, you are doing so at your sole risk and you agree that the Bank is not liable for safekeeping, processing, or otherwise. In addition, if you make a deposit at a Night Depository, you authorize us to open and to process the contents in the usual manner of processing bank deposits, as of the banking day on which the bag is removed from the depository. You shall include in the bag an itemized deposit slip bearing your account number, and you shall retain a duplicate itemized deposit slip. You agree to hold us harmless in the event of any discrepancies in verifying currency, coin, or checks enclosed in the Night Depository Bags. If the verification discloses any discrepancy between the amount of the deposit as shown on the deposit slip and the actual amount of the deposit

received, we will promptly notify you, and you agree that our count of any currency or coin enclosed is correct and accepted. If any discrepancies are noted in verifying the deposits, you authorize us to run the deposit as written by completing an adjustment for the discrepancy on the deposit ticket such that it agrees with our count.

#### **What is an endorsement and when do we require it?**

We may accept for deposit items made payable to any of one or more of the parties in whose name the account is established, with or without endorsement in the designated area on the back of the check. If you fail to endorse an item for deposit, we may, but are not required to, supply the missing endorsement. You warrant that all endorsements are genuine. We may give cash back to any one of you. We may require checks and other items you want to deposit, or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement through either an endorsement guarantee or personal identification. Please refer to the Online and Mobile Banking Agreement for endorsement requirements for mobile deposits.

You agree you will indemnify, defend, and hold us harmless for any loss, liability, damage, or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement. If we accept a third-party check for deposit, we may (but are not required to) require any third-party endorsers to verify or guarantee their endorsements or endorse it in our presence.

#### **If we credit your account mistakenly for funds to which you are not entitled, what can we do?**

If funds to which you are not entitled are deposited into your account by mistake or otherwise, we may deduct those funds from your account, even if this causes your account to become overdrawn, without giving you any prior notice or demand.

#### **What rights do we have to verify and reverse transactions?**

At any time and without prior notice to you, we may reverse or otherwise adjust any transaction which we believe we erroneously made to your account even if you received a receipt for the transaction.

#### **Who is responsible for returned items?**

You are responsible for returned items. Any item deposited to your account or that we cash for you, that is not paid for any reason when presented to the party obligated to pay it, will be charged back against your account, even if this causes your account to be overdrawn, without regard to whether the item was returned within any applicable deadlines. You waive notice of non-payment, dishonor, and protest regarding any items credited to or charged against your account.

### **PROCESSING AND POSTING ORDER**

Posting order is the order in which transactions (debits and credits) are applied to your account during processing at the end of the business day.

Items officially post during end of-business-day processing. Posting an item affects your "current balance." The current balance is the beginning-of-the-day balance after the prior business day's posting.

The "Memo Ledger Balance" is the amount you have in your account at a particular time that is available for immediate withdrawals or to authorize debit card transactions. This balance is adjusted throughout the day as debits and credits (collectively referred to as "Pending Items") are presented against your account. Pending Items are those debits and credits we have received but

have not yet settled and posted. The Memo Ledger Balance will not reflect items the Bank has no knowledge of, such as items contained within deposits made at the Bank. Your Memo Ledger Balance may be reduced by any holds on your account, such as holds on deposits made to your account, levies, garnishments, or collateral pledges on loans.

#### **How do we pay items presented against your account?**

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the item has been deposited for collection at another financial institution, whichever is earlier. If you do not have sufficient available funds to cover the item, we will decide whether to return it or pay it, which may overdraw your account. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for non-sufficient funds at any time between the time we receive the item and when we return the item or send you a notice in lieu of return. We are required to determine your account balance only once during this time period.

#### **In what order do transactions post?**

The order in which transactions are posted to your account impacts your current balance. Posting a credit increases your balance. Credits include deposits made in our branches, direct deposits, and other deposits or credits we make. Posting a debit decreases your balance. Debits include items such as withdrawals, transfers, payments, checks, debit card transactions, and fees.

Notwithstanding any other provision in this or any other agreement or document, you agree that we may credit items to and debit items from your account by using any method and order of posting which we choose in our sole, unilateral, and absolute discretion. In choosing such a method, we may establish processing priorities for checks and other items.

When we process multiple transactions for your account on the same day, we may group the different types of transactions into categories. At the end of each business day, our system currently posts all transactions within a category to your account by using the order below (Category 1 will post before Category 2, Category 2 will post before Category 3, etc.) Transaction types within a category generally post from lowest to highest dollar amount. Each category includes, but is not limited to, the following transaction types.

**Category 1:** All deposits and credits.

**Category 2:** Miscellaneous debits, outgoing wire transfers, instant payments\*, and deposit corrections.

**Category 3:** ATM withdrawals and transfers, debit card purchases, and associated card fees (International Service Assessment (ISA) and Surcharge Fees).

**Category 4:** In-branch withdrawals using our counter forms.

**Category 5:** ACH debits.

**Category 6:** Telephone Banking and Online or Mobile Banking transfers, phone transfers done through Customer Care Center.

**Category 7:** Checks negotiated at our branches.

**Category 8:** All remaining checks, by check number, lowest to highest, as funds are available. If there is not a check number or if it is unreadable, then the item will post first.

**Category 9:** All remaining account fees including Overdraft Paid Item fees.

**Category 10:** All recurring or scheduled transfers set up in the Branch or with our Customer Care Center (not online or mobile).

\* Instant payments refer to specific payment systems please see the section titled "What is an Instant Payment?" for more information.

We may change the priority or order in which items are processed at any time without notice to you. We are not liable for dishonoring checks or drafts presented for payment because of non-sufficient funds in your account because of the transaction posting order. Any fees, or portions thereof, unposted because of non-sufficient funds at the time of posting may be collected at a later date, without prior notice, when sufficient funds are available in the account.

#### **When is the posting order determined?**

We receive credits, debits, and holds throughout the day on your account. Regardless of when during the day we receive transactions for your account, you agree we may treat them as if we received all transactions at the same time at the end of the business day.

During the day, we show some transactions as "pending". As an example, we show some transactions as pending within Online and Mobile Banking. Please note transactions shown as pending have not been posted yet. The posting order for these transactions is determined at the end of the day; with the other transactions we receive for that day.

You should note often we do not receive debits on the same day that you transact them. For example, when you use your debit card to pay for a purchase at a merchant and sign for the transaction, we usually receive an authorization request from the merchant the same day, but we might not receive the final debit card transaction for payment and posting until several days later. We may show this transaction as pending, which your Memo Ledger Balance may reflect.

We may post credits and debits to your account and report them on your statement in a different order than the order in which you conduct them, or than we receive them.

#### **What happens if Bank's receipt of a transaction is delayed?**

Circumstances beyond our control may result in delayed receipt of transactions. Despite any delay, we may charge or credit your account in accordance with the terms herein once we actually receive and accept the transaction. Circumstances beyond our control include, but are not limited to: a natural disaster, such as a tornado, hurricane, earthquake, or flood; emergency conditions, such as a war, terrorist attack, riot, fire, theft, or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities, or any mail or courier service; the potential violation of any guideline, rule, or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence, or fault.

### **NON-SUFFICIENT FUNDS - OVERDRAFTS AND RETURNED ITEMS**

#### **How do we decide to decline or return an item?**

If we determine that you do not have enough available funds in your account to cover a check or other item, we consider the check or other item a non-sufficient funds (NSF) item. When an NSF item is initially returned unpaid, some merchants may attempt to collect payment by presenting the item more than once. This process is called representment and you may be charged a fee by the merchant each time an item is presented and returned unpaid.

We pay non-sufficient funds items at our discretion, which means  
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we do not guarantee we will always or ever authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future non-sufficient funds items. We may pay all, some, or none of your overdrawn items, without notice to you. If we do not authorize and pay an item, we will decline or return the transaction unpaid, and your account will not be assessed a fee. If at any time we pay a presented or re-presented item that causes your account to be overdrawn, you will be charged an Overdraft Paid Item Fee.

If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees, and other amounts you owe us.

We may also treat as a non-sufficient funds item each deposited item returned to us unpaid that creates an overdraft.

You can avoid fees for overdrafts by making sure your account always has sufficient available funds to cover all your transactions. When your account balance includes some funds that are subject to a hold, dispute, or legal process, you should note those funds are not available to cover your transactions.

#### **What types of holds on your account might cause non-sufficient items?**

Sometimes funds in your account are not available to cover your checks and other items. When we determine funds in your account are subject to a hold, dispute, or legal process, these funds are not available to cover your checks and other items. We usually make this determination once at the end of the day when we process items. Holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions.

#### **What is Courtesy Overdraft Privilege?**

You may be eligible for our Courtesy Overdraft Privilege ("COP") service. This service may help you avoid declined or returned items. If you participate in COP, we may pay your non-sufficient funds items and fees up to your available coverage amount. At our discretion we may pay transactions for items, including checks, ACH debits, represented items, in-person withdrawals, recurring debit card transactions (i.e., authorization provided to a company to withdraw funds according to a set schedule for recurring payments such as monthly installments or membership fees) and certain other electronic transactions when your account does not have sufficient funds available. Transfers scheduled through Online and Mobile Banking or established at one of our branch locations are not covered by COP.

Federal regulations prohibit us from authorizing and paying overdrafts on ATM and everyday debit card transactions using COP, unless you specifically opt-in to this service. You will receive the Overdraft Services Consent Form at account opening, which provides additional information about this service, as well as the opportunity to opt in. The form is also available on our website: [www.SouthStateBank.com/ATM\\_DebitOptInForm](http://www.SouthStateBank.com/ATM_DebitOptInForm), or you may visit your local branch to change your election at a later date.

You will be assessed a \$36.00 Overdraft Paid Item Fee each time that we pay an item that causes your account to be overdrawn. The maximum number of Overdraft Paid Item Fees that will be charged to your account is five (5) per day. Your account will not be charged an Overdraft Paid Item Fee if your account is not overdrawn by more than \$10.00.

SouthState offers multiple services for overdraft protection including

lines of credit (subject to credit approval) and overdraft sweep, which are more cost-effective options than incurring overdraft fees. For more information, visit <http://www.southstatebank.com/> [www.SouthStateBank.com](http://www.SouthStateBank.com) or call (800) 277-2175.

## OVERDRAFTS AND FEES CHARGED AGAINST YOUR ACCOUNT

You agree to pay all fees and service charges according to the applicable **Truth in Savings Disclosure** for your account or the **Personal Account Fee Schedule** in effect at the time the charges are incurred, or the services rendered.

We may deduct fees, overdrafts, and other amounts you owe us from your accounts under this Agreement. We may make these deductions at any time without prior notice to you. If there are not sufficient funds in your account to cover the amounts you owe us, we may overdraw your account without being liable to you. You agree to pay immediately all fees, overdrafts, and other amounts you owe us. We may use deposits you or others make to your account, including deposits of payroll and government benefits (subject to the paragraph below), to pay fees, overdrafts, and other amounts you owe us.

You agree we may take any of the foregoing actions to collect fees and service charges you owe regardless of the source of the funds in your account and whether such funds may be exempt from any legal or equitable process. Some government payments (such as Social Security and other federal or state benefits) may be protected from attachment, levy, garnishment, or other legal process under federal or state law. If such protections would otherwise apply to deductions that we make for amounts you owe us, to the extent you may do so by agreement, you waive these protections and agree that we may use these funds to pay fees and other amounts you owe us under this Agreement.

If your account is overdrawn, you agree to immediately pay all amounts you owe us. We reserve the right to permit a deposit or credit entry to post to the account. If you owe money to us, the funds may be used to satisfy the outstanding debt owed to us. The **Personal Account Fee Schedule** for your account, provided at account opening, explains the amount we will charge you regarding fees for overdrafts. Please review the **Personal Account Fee Schedule** for your account carefully. If you participate in COP, please carefully review the **Courtesy Overdraft Privilege Personal Account Disclosure** provided to you for the product and related fee information.

## FUNDS AVAILABILITY POLICY

Our funds availability policy as outlined below applies to funds deposited into your checking account at our branch and ATM locations. Please note, we may also apply holds to funds deposited into savings accounts, money market accounts, or funds deposited using our mobile deposit service, for a period of no longer than the seventh (7th) business day after deposit. Please refer to the Online and Mobile Banking Agreement for funds availability information for mobile deposits.

### What is our policy on deposit holds? When will the funds deposited be available for you to withdraw?

Generally, we make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits or funds received through the automated clearing house (ACH) will be available on the 12 | Personal Deposit

business day we receive the deposit. Domestic wire transfer deposits received by our processing cutoff time of 6:00 P.M. EST on any business day will be available on that business day. International wire transfer deposits received by our processing cutoff time of 4:30 P.M. EST on any business day will be available on that business day. Wire transfer deposits received after our processing cutoff times may not be available until the next business day. Once the funds are available, you can withdraw the funds in cash, and we will use the funds to pay checks you have written on your account.

If you make a deposit through a teller on any business day, we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM before 9:00 P.M. EST on any business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM at or after 9:00 P.M. EST on a business day, or if you make a deposit at any time on a day, we are not open, we will consider the deposit to be made on the next business day we are open. If you make a deposit at a night depository, it is considered made on the business day it is removed from the night depository.

If we are not going to make all the funds from your deposit available on the first business day following the date of the deposit, we will notify you at the time you make your deposit. If the deposit is not made in person, or the decision to place the hold is based on facts that become known to the bank at a later time or date, we will mail you the notice by the first business day after the day on which you made the deposit, or we have knowledge of such facts. If you need the funds from a deposit right away, you should ask us when the funds will be available. For purposes of this section, a "business day" is every day except Saturday, Sunday, and federal holidays.

### Can we hold funds longer in some cases?

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check or your method of deposit, funds (i.e., scheduled, recurring internal funds transfer from a SouthState account to another) may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day following the day of your deposit.

We may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months; or
- There is an emergency, such as failure of computer or communications equipment.

We will also tell you when the funds will be available, which is generally no later than the seventh (7th) business day after the day of your deposit.

If we cash a check for you drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

In either case, we will make these funds available in accordance with our funds availability policy.

### **Do new accounts have special rules for holds?**

If you are a new customer, the special rules below will apply for the first 30 days following account opening. Funds deposited to your account through electronic direct deposit will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the seventh (7th) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person with one of our employees, the first \$5,525 will not be available until the second business day after your deposit. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

### **What other information should you know?**

Even after we have made funds available for you to use or withdraw in cash, you will still be responsible for checks or other items that are returned to us unpaid and for any other problems involving your deposit. If a check you deposited is returned to us unpaid for any reason, you will have to repay us, and we may charge your account for the amount of the check, even if doing so overdraws your account.

Please note you can avoid a **hold being placed on your deposits by using direct deposit or wire transfer to deposit the funds.**

## **WITHDRAWALS**

### **What checks will we cash?**

We may cash checks payable to any owner on your account when endorsed by all payees. If you ask us to cash a check for you, we may use the proceeds in the manner discussed in the section below entitled ***"Under what circumstances can we offset your account(s) against a debt you owe us?"***

### **Can we cash checks you write to non-customers?**

If you issue a check drawn on your account and a person who is not our customer seeks to cash it at one of our branches, you agree, to the extent permitted by law, we may charge the non-customer a fee as a condition of cashing the check. We may charge the fee without prior notice to you for items that are drawn on your account or that we have issued at your request. You also agree that (i) we may require the non-customer to provide additional identification and/or comply with any other security measures we may impose; and (ii) we will not be liable for wrongful dishonor for refusing to cash the check if the non-customer refuses to pay the fee or comply with our security measures.

### **Where can you order checks, deposit slips and other forms?**

You must either obtain all checks, withdrawal forms, and deposit slips from us or adhere to the specifications set forth by us. You are responsible for verifying the accuracy of all information on these items. We will not be responsible or liable for any loss or damage you sustain from the use of checks or forms not obtained through us.

### **What is an electronic check?**

Certain businesses may convert checks you give them into

electronic debits and then send us an electronic debit for ("electronic check") the transaction amount. When we receive the electronic debit from the business, we charge it to your account. This electronic debit may be processed immediately after the business enters the transaction, so your right to stop payment could be reduced and you could incur an overdraft if your account does not have sufficient funds to cover the amount of the check at the time you write the check or authorize the transaction. The check is not sent to us, and therefore we do not have a copy of your check and have no opportunity to review the check to examine the signatures on the item. You agree that for any items we do not have the opportunity to examine, you waive any requirement to verify signatures. All electronic debits will be listed on your account statement.

### **How do we process and examine checks?**

We process items electronically, using software which "reads" the checks. As a result, we do not individually examine all your items for dates, maker signatures, legends, or endorsements to determine if an item is properly completed, signed, and endorsed or to determine if it contains any information other than that encoded in magnetic ink. Therefore, we cannot operationally support restrictions placed on items including, but not limited to, "two signatures required" or "must be presented within 90 days" (collectively referred to as "Restrictions"). You agree we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner, and that we are not responsible for any losses or damages you sustain resulting from our failure to abide by Restrictions.

### **If you need to make a large cash withdrawal, do you need to notify us?**

We may require prior notice for large cash withdrawals. We can refuse an order to withdraw funds in cash or to cash an item if we believe the request is a security risk or if it would cause a hardship for us. We may require you to accept a cashier's check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to employ a courier service acceptable to us at our sole discretion and at your sole risk and expense.

### **Can we pay postdated checks?**

A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check. In addition, you agree to waive any right you may have under the Uniform Commercial Code to give us notice of a postdated check and agree we shall not be liable for paying a postdated check before the date of the check, even if you give us reasonable notice prior to payment of the check. If you do not want us to pay a postdated check, you must place a stop payment order on the check pursuant to the stop payment provisions of this Agreement.

### **Can we pay stale-dated checks?**

We are not obligated to, but may at our option, pay or accept a check, other than a cashier's check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check pursuant to the stop payment provisions of this Agreement.

### **Can we send you electronic notice of unpaid items in lieu of your check?**

If we decide not to pay a check or other item drawn on your account, we may return a substitute check, an image, or a copy of the item, or we may send an electronic notice of return. If we send an electronic notice of return, you agree any person who receives that electronic notice may use it to make a claim against you to the same extent and

with the same effect as if we had returned the original item.

### **Under what circumstances can we offset your account(s) against a debt you owe us?**

You grant us a continuing security interest in your account to secure payment of any amounts that you may owe us or any of our affiliates. Subject to applicable law, you agree that we may offset and apply funds that you maintain on deposit with us or with any of our affiliates (without prior notice or demand) to pay off any liability, debt, or other obligation, whether direct or indirect, now or hereafter existing, that you owe us or any of our affiliates, regardless of the source of such funds. You expressly agree that such rights extend to any federal or state benefit payments (including, without limitation, Social Security benefits) electronically deposited into your account. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions by notifying the benefits payor at any time. You also agree that any federal benefits or other payments deposited to your account after you are no longer eligible to receive benefits must be returned to the federal government or other payor, and we may set-off against any of your accounts if we are obligated to return funds to the payor.

Our right to offset funds in your accounts includes the right to apply part or all the funds in your account for the satisfaction of any debt you or any co-owner of the account owes us. To the extent permitted by applicable law, all funds in a multiple party (or joint, as applicable) account may be used to repay the debts of any co-owner, whether they are owed individually, by a co-owner, jointly with other co-owners, or jointly with other third parties who have no interest in your account. We may charge an early withdrawal penalty on the funds that are offset from a time deposit account. Our right of offset does not apply to IRA or tax-qualified retirement accounts, fiduciary accounts, consumer credit card obligations, or where otherwise prohibited by law. We are not liable for dishonoring items presented against your account when the exercise of our right of offset results in non-sufficient funds in your account. You agree to hold us harmless from any claim arising because of our exercise of our right of offset.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **What is a "substitute check"?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states, "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

This notice describes the rights you have if you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

### **What are your rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (e.g., if you think we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and the fees that were charged as a result of the withdrawal (e.g., Returned Item

fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **What is the process for claiming a refund?**

If you believe you have suffered a loss relating to a substitute check you received that was posted to your account, please contact us at 1-800-277-2175 or write us at:

SouthState Bank, National Association  
Attn: Deposit Operations - Adjustments  
P.O. Box 118068  
Charleston, SC 29423

You must contact us within 40 calendar days of the mailing date (or date otherwise delivered by a means to which you agreed) of the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (i.e., you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm your loss; and

A copy of the substitute check or information to help us identify the substitute check, including your account number, the check number, the name of the payee on the check, and the amount and date of the check.

## **NOTICES, STATEMENTS AND COMMUNICATIONS**

### **How will we deliver necessary notices to you? When is a notice effective?**

Any notice or statement we give you concerning your account is effective when mailed or otherwise made available to you. In some cases, we may post a notice of a change in our branches, on our website, or we may deliver it electronically (if you have agreed to receive your statements and notices electronically) at the email address we have for you in our account records. We may also provide a notice as a message on your statement or as an insert with your statement. If the account has more than one owner, notice to any one owner is deemed notice to all owners and is effective for all owners.

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to

have a reasonable opportunity to act on it. Unless required by law or we have otherwise agreed in writing, we are not required to act upon instructions you give us via facsimile transmission, or you leave by voice mail.

#### **How will we deliver account statements to you?**

The statement or account information will be delivered in the manner you choose (paper or electronic) to the address (physical or electronic) we have on file for the account. We recommend you use our Online and Mobile Banking services and receive your statements electronically.

You agree you will not receive your canceled checks. We will store images of your canceled checks as required by applicable state or federal statutes. If any of your account statements are returned to us because of an incorrect postal address or an incorrect, changed, or expired email address, we may stop delivering statements or account information until you provide a valid address to us. If we stop sending statements or account information to you because what we previously sent was returned as being undeliverable, any undelivered notices, statements, and images of any accompanying checks or items paid will be available to you at any time upon your request, and you agree your statements and items have been "made available" to you under this procedure for purposes of your obligation to review your statements in a timely manner and report any irregularities to us.

You shall notify us immediately if you do not receive your statement within 10 business days of your regular statement date. We will not be liable to you for any damages because of your failure to (i) promptly notify us of a change in address, (ii) timely notify us you did not receive your statement, or (iii) make arrangements to receive your statement by mail or electronically.

#### **What must you do if you want to change your contact information?**

You are responsible for promptly notifying us in writing of any change in your name, mailing address, email address, or telephone number ("contact information"). Informing us of your address or name change on a check reorder form is not sufficient. We may also accept a change of contact information if you provide it by contacting Customer Care at (800) 277-2175. A change of address, email address or telephone number may also be accepted through SouthState Online or Mobile Banking. We may recognize a change of address or telephone number submitted to us by any owner or authorized signer or agent on an account. We will attempt to communicate with you only by using the most current address we have on file, or for certain communications, the address provided by the U.S. Postal Service in the event you have moved and have not updated your address with the Bank. To the extent provided in the Personal Account Fee Schedule, we may impose an undeliverable service fee.

### **ACTIONS YOU CAN TAKE TO HELP PROTECT YOUR ACCOUNT**

You can help prevent wrongful use of your account by taking preventive actions. You agree if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account and you reject those services, you will be responsible for any fraudulent or unauthorized transactions that could have been prevented by using the services we offered.

#### **How can you stay informed?**

You can use services we offer, such as Online and Mobile Banking and text or email alerts, to monitor your accounts regularly for

fraudulent activity. Please see the section below entitled, in part, "**What actions can you take to reduce the risk of identity theft?**" for additional information. You can also order a free copy of your credit report available from one of three credit reporting agencies. Visit [www.annualcreditreport.com](http://www.annualcreditreport.com) or call 1-877-522- 8228 for additional information.

#### **Should you provide your account/other personal information in response to requests?**

You should never provide your social security number or account information to someone who contacts you by telephone or online. We will never ask for your full account number or social security number, nor will we send you emails requesting this information. If you disclose your account number to another person orally, electronically, in writing, or by other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. You agree we may pay these items and charge your account. If you receive a call or email purporting to be from us, do not provide any information; instead, contact us immediately at 1-800-277-2175.

#### **What actions can you take to reduce the risk of identity theft?**

You should always take care to protect Personal Identification Numbers ("PINs"), usernames/numbers or logins, and passwords and should never share that information with anyone. You should use a combination of letters, numbers, and special characters for your passwords and change them periodically, and you should never reveal personal or sensitive financial information on social networking sites. You should use caution when accepting checks, money orders, cashier checks, or other similar instruments from people or companies with which you are not familiar. We are unable to verify any such instruments are authentic or have any value. If a deposited item is returned unpaid because it is fraudulent or counterfeit, you will be liable for the full amount of the item and any related fees. We will deduct these amounts from your account. If you are uncertain about the authenticity of an item or the availability of funds, you should take the item to the bank, company, or service that issued the item and redeem it for cash.

Fraudsters can steal your identity and take over your accounts by going through your trash and discarded mail and/or records. For this reason, you should shred all bank receipts, statements, and unused credit card offers before you throw them away. Also, you should pay attention to missing mail. If you usually receive your statement by mail during a certain time period and you have not received it as you normally do, contact us immediately at 1-800-277-2175. Enrolling in Online and Mobile Banking and receiving your statements electronically is an easy way to reduce the risk that your account information could be compromised or stolen.

Other actions you can take to protect your account include the following non-exhaustive list of preventive measures:

- Do not give anyone a blank check or permit anyone to sign your name to a check.
- Use a blue or black pen when you write or endorse a check. Complete all blanks on a check. Make sure the written and numeric amounts on the check are accurate and match and fill in all spaces completely so numbers/letters cannot be added to the check.
- Write clearly and legibly when you sign or endorse checks.
- Always use checks designed to resist tampering.
- Store blank checks and signature stamps in a secure location and check your stock frequently to confirm that you are not missing checks.

If you are missing checks or if you discover that a signature stamp is missing or has been used by a third party to sign or endorse checks, notify us immediately.

- Use only locked postal service mail delivery boxes for outgoing mail.
- Record your transactions and reconcile your accounts as soon as we make statements available to you, either in hardcopy or electronic format.
- Set up daily alerts in Online and Mobile Banking for ATM and debit card activity.

**What responsibility do you have to safeguard your account(s)? What measures do we take to protect against fraud? By providing my contact information, have I consented to autodialed and/or prerecorded phone calls, text and email messages, and geolocation-based fraud prevention communications?**

You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, passwords, PINs, and personal identification. You agree to keep any account information, security code, password, PIN, or personal identification used to access your deposit or credit account(s) secure and strictly confidential and to not disclose such information to any other person. If you voluntarily disclose your account information to another person orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. You agree we may pay these items and charge your account. You have a duty to safeguard your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss.)

By entering into this Agreement, you agree that you are providing your express consent for us and our third-party service provider(s) to call you, text message you, or both at any phone number (including any mobile phone number) you provide to us or our third-party service provider(s) using auto-dialed phone calls, prerecorded phone calls, or both for any or all of the following reasons: (i) transactional purposes; (ii) informational purposes; (iii) to provide account alerts; (iv) to provide servicing information; (v) fraud prevention purposes; and (vi) any other purposes provided for in this Agreement or in any other applicable agreements including, but not limited to, our Privacy Statement. If you change any phone number you have provided to us or our third-party service provider(s) for any reason, you agree to immediately notify us to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may receive be assigned your prior phone number.

We are committed to providing you robust fraud protection services and tools. As part of that commitment, and in addition to optional account activity alerts that we provide to you, we also may provide text and email-based fraud alerts to all customers. This allows us to contact you when we identify a potentially fraudulent debit card transaction. After receiving such an alert, you can either verify the transaction or let us know it is fraudulent. By entering into this Agreement and providing us with your valid mobile number (whether or not you have indicated to us it is a mobile number) and valid email address that we keep on record for you, you understand and agree that we or our third-party service provider(s) will send such fraud alert messages to both your current mobile phone number (via text message) and current email address as part of such fraud prevention service. In addition, we also utilize certain

geo-location fraud prevention services. By entering into this Agreement, you understand and agree that we may use your unique mobile device ID, IP address for your laptop or desktop computer, your device's location services, and any security tokens or cookies that we may place on such mobile or other devices, to monitor transaction location and activity for fraud prevention purposes.

**Do I have to close my Account if I have been the victim of account fraud? What fraud measures must I implement if you offer them as a product or service?**

If we suspect that your Account has been subject to irregular, unauthorized, fraudulent, illegal, or unlawful activities, and we notify you regarding such activity, it is strongly advised that you close the affected Account and open a new Account. In addition, we provide various fraud monitoring products and services that assist in preventing fraudulent activity which we strongly recommend you implement regardless of any suspected irregular or fraudulent activity, and we may also require that you implement specific fraud monitoring products or services in the event that your Account has been compromised through unauthorized, fraudulent, illegal or unlawful activities. If your account has been compromised, and you decide not to close an Account as required by us, or if you decide not to implement products or services that are designed to deter fraudulent activity after we have required you to implement such products or services, you will be precluded from asserting any claims against us for any fraudulent activity on your Account.

**Should I take extra precautions when using online and mobile payments systems?**

Yes, mobile apps and online forms of payment may not provide consumers with the same protections as transactions governed under Regulation E. This means it might not always be easy to get your money back if something goes wrong. For your safety, the following suggestions may be helpful:

- Make sure you understand the protections and assurances the payment services provider offers with its service.
- Be aware of scams that could occur if you are sending money to someone you do not know.
- You should only use payment services when conducting transactions with family, friends, or someone you trust.
- Set up your payment system to require a passcode, PIN, or fingerprint before making a payment.

**REPORTING PROBLEMS TO US**

This section does not apply to electronic fund transfers that are subject to Regulation E. If we have a specific agreement with you for a service or if this Agreement has specific provisions for a service (such as the **REGULATION E** and **FUNDS TRANSFER SERVICES** sections below), these provisions supplement the specific agreement and provisions to the extent they are not in conflict.

**How can you obtain information about your account(s)?**

You can obtain information about your account by visiting your local branch, telephone request, mail request, or through our Online and Mobile Banking, or our website. We believe we have adopted reasonable security measures to protect your information, but we cannot ensure against unauthorized inquiries or intrusions. You agree we are not responsible for the release of information to anyone who has gained possession of your debit card, PIN, account number, or Social Security number, even if you have not authorized them to obtain the information.



You must notify us immediately if any confidential account information is lost or has become known to or been used by an unauthorized person. You acknowledge we have no method to determine whether a transaction conducted using a valid name, account number, and security code, or personal identification was proper; therefore, you authorize us to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or PIN, and agree that we shall have no liability for any loss, claim, or damage you sustain as a result of the use of your security code or personal information described above, whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts for which a check, draft, or other access device can be used to withdraw or transfer funds.

You agree to place a stop payment on any lost or stolen check if it has not already been paid. You agree we will not be responsible for paying any such item if you did not report it or stop payment in a timely manner.

If you permit any person to have access to any place in which you store your checks or signature stamp, you agree the failure to keep your checks locked and secure shall constitute negligence, and we shall not be responsible for any such checks that are subsequently stolen and forged. If you find discrepancies between your records and our records, if you notice any lost or stolen checks or signature stamp, or if you notice any unauthorized or other suspicious activity on your account, you agree to notify us immediately.

#### **What responsibility do you have to review your account statement(s)?**

The requirements set forth in this section do not apply to unauthorized electronic funds transfers (i.e., any transfer of funds from your account initiated by means of an ATM or debit card, electronic terminal, online or mobile banking bill payment, telephone, or magnetic tape). Please see the section below captioned "**How do you report errors relating to electronic fund transfers or substitute checks?**" for additional information regarding unauthorized electronic funds transfers.

Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, or otherwise improper. You must promptly and carefully examine your account statement and notify us in writing within 60 days after we mail or otherwise make the statement available to you (via our Online and Mobile Banking or held by us due to an incorrect address) of any forgeries, unauthorized signatures or alterations, checks or teller transactions you did not authorize or that are inaccurate, errors, missing or diverted deposits, or any other discrepancies or problems with your account. You must notify us in writing of any unauthorized, improper, or missing endorsements on checks within six months after the account statement is mailed or made available. If you do not comply with these requirements, we are not liable or required to reimburse you for any losses you incur and you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account. This preclusion applies to each item you fail to report within the 60-day or 6-month period, as applicable, regardless of any legal theory you may assert. You understand and agree that this provision is intended to shorten the statutory preclusion period for unauthorized signatures and alterations as set forth in Section 4-406(f) of the UCC and to establish a contractual condition for reporting claims to the Bank. In addition, if you fail to notify us of any unauthorized check within 60 days after we mail or otherwise

make available to you a statement that lists an unauthorized check or a check with an unauthorized signature or alteration, we are not liable required to reimburse you for unauthorized checks that we thereafter pay that are initiated by the same person.

If you choose not to receive your statements, you remain responsible to review and report any errors within 60 days from the statement's mailing date (or date we make the statement available to you). If you are absent from your account mailing address, you are responsible to make arrangements to review your statements for errors and to report them in a timely manner.

#### **How do you report errors relating to electronic fund transfers or substitute checks?**

For information on errors relating to consumer electronic fund transfers (e.g., online, debit card, or ATM transactions), please refer to the section below captioned "**Electronic Fund Transfers Initial Disclosure.**" For information on errors relating to a substitute check you received, please refer to the section above captioned "**SUBSTITUTE CHECKS AND YOUR RIGHTS.**"

#### **What responsibility do you have with regard to an unauthorized transaction investigation?**

This section does not apply to electronic fund transfers that are subject to Regulation E. For information related to unauthorized transaction investigations regarding consumer electronic fund transfers (e.g., online, debit card or ATM transactions) please refer to the section below captioned "**Error Resolution Notice (Regulation E).**"

If you report to us that your account has suffered an unauthorized transaction, we may require you to confirm any such report in writing. You agree to cooperate with us in the investigation and prosecution of the loss and any attempt to recover funds, including giving us a statement under penalty of perjury, and providing any such other reasonable assistance we request, notifying and filing complaints with the appropriate law enforcement authorities, and assisting us in identifying and seeking criminal and civil penalties against the wrongdoers. If you fail or refuse to take these actions, you agree we can charge the full amount of the unauthorized item to your account.

We will have a reasonable period of time to investigate the circumstances surrounding any claim of loss and we may, but are not required to, provisionally credit your account during our investigation. You agree you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our maximum liability is the lesser of the actual damages proved or the amount of the missing deposit, forgery, alteration, or other unauthorized withdrawal, reduced in all cases by (a) the amount you recover or are entitled to recover from any other sources and (b) the amount of the loss that could have been avoided by your use of ordinary care.

We are not liable to you for special, incidental, consequential, or punitive losses or damages of any kind, including loss of profits or for attorneys' fees incurred by you.

#### **FOREIGN CURRENCY**

##### **How do we determine exchange rates?**

If you receive an item payable in a foreign currency, we will convert it into U.S. Dollars. When we convert it, we will determine the appropriate exchange rate (in our sole, reasonable discretion) and assign that rate to your transaction, without any notice from us. You agree you bear the risk of any exchange rate changes or fluctuations.

### **How do we handle wire transfers to a foreign country?**

When you send a wire denominated in U.S. Dollars to a foreign country, you acknowledge (a) the recipient's bank (or an intermediary third-party bank) may convert your wire into a foreign currency and (b) we may be compensated for such transaction. We are not responsible for any exchange rate that any recipient or intermediary bank uses to convert such funds. Please see **"What is a Remittance Transfer? How does it affect my rights?"** in the section titled **"Funds Transfer Services"** for additional information.

### **What should you know about accepting foreign items?**

You should exercise caution in accepting items in a foreign currency. It may take months for an item in a foreign currency to be returned to us unpaid. In such instances, you agree you are wholly responsible for the unpaid, returned item and you may incur a loss. We may not credit to your account an item payable in foreign currency or drawn on a bank outside the United States until we have received the proceeds in U.S. Dollars. If we do credit your account prior to receiving the proceeds in U.S. Dollars, the credit will be provisional and (a) we may reverse it at any time or (b) adjust it based upon the final exchange rate and any applicable currency exchange fees or charges.

## **OTHER TERMS AND SERVICES**

### **What are our expectations for your compliance with laws?**

You agree to comply with all applicable federal, state, and local laws and regulations. You agree to indemnify and hold us harmless for any and all losses, claims, damages, costs, attorneys' fees, and expenses suffered or incurred by us purportedly arising from or in connection with your violation of this provision.

### **What if there is a dispute concerning your account(s)?**

If we have been notified of (or we reasonably believe there is) a legitimate dispute or claim concerning your account, we may, at our discretion and without liability to you, take one or more of the following actions: (i) continue to rely on current signature cards, resolutions, and other account documents; (ii) freeze all or part of the funds until the dispute is resolved to our satisfaction; (iii) remit the funds to an appropriate court for resolution; (iv) close the account and pay any proceeds to (a) all who have or claim an interest in the account, or (b) the account owner(s) as indicated in our records; or (v) pursue any other remedy available to us under applicable law. In addition, we may, at our option, commence a lawsuit or other legal proceeding to determine the ownership of your account. You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account.

### **When must you notify us of the death or incompetence of a person on your account(s)?**

You agree to notify us promptly if any person who is an owner or has the right to access the account dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of such death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree we may pay or certify checks drawn on or before the date of death or legal incompetence for up to 10 calendar days after such death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account. Direct deposits of federal or state benefits (i.e., Social Security) may be reversed: you should maintain funds in the account for this purpose. If a deposit is reversed, we may use any legal or equitable remedy available to recover the amount of our loss if you fail to maintain funds in the account. Please contact the appropriate federal or state

governmental agency for additional information.

### **Do we have any responsibility if you use a facsimile signature?**

The use of any facsimile signature (by rubber stamp or other mechanical means) is solely for your convenience and benefit. You authorize us to pay items on your account which appear to bear a facsimile signature regardless of who placed the facsimile signature on the item or the circumstances surrounding the use of the facsimile signature, even if it was made by an unauthorized person or with a counterfeit facsimile device. We may also accept facsimile signatures as endorsements on items payable to you that are cashed or deposited to your account. You have full responsibility to maintain the security of a facsimile signature device. We will not be liable to you if use of the facsimile device (or similar device utilized to affix your signature) was unauthorized.

### **Will we ever "freeze" your account and, if so, how?**

We reserve the right to "freeze" or place a "hold" on your account (i.e., not permit any withdrawal or transfer) and/or to prevent any deposits or credits from being made to your account, without any liability to you, for a reasonable period of time, when (i) we have the right of offset, (ii) there are claims or disputes concerning your account, (iii) we believe your account may be subject to irregular, unauthorized, fraudulent, or illegal activity, or (iv) we in good faith believe we either have a claim against you or the funds in your account, or something has occurred or is reasonably expected to occur that may result in our having a claim against you or the funds in your account, (v) we reasonably believe that doing so is necessary to avoid a loss or to reduce risk to us, or (vi) we decide to close your account. This paragraph shall not be enforced in violation of applicable law. You further agree, as a result of a hold placed on your account, we shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an "Overdraft Item," or causes any other loss or damage. If we do freeze or place a hold on your account, we will provide notice to you as soon as reasonably possible. However, we may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or the owner of the funds in the account.

### **Is our liability to you limited? When do you agree to indemnify us?**

Our responsibility to you and to your account is limited to the exercise of ordinary care as established by the reasonable commercial standards of the banking industry. We will not be responsible to you for any loss caused by matters beyond our reasonable control including, but not limited to, wars, riots, actual or threatened terrorist acts, civil insurrection, strikes, computer failure, natural disasters, or the loss of power, communication, or transportation facilities. We will not be liable to you under any circumstances for any consequential, incidental, special, or punitive damages, regardless of whether you informed us of the possibility of such damages.

If we take any action with respect to your account pursuant to your instructions or orders or in accordance with the terms of this Agreement, or if you breach any warranty or representation provided by this Agreement or applicable law, and we incur any loss, liability, damage, cost or expense (including without limitation attorneys' fees) as a result of any claim, demand, action, suit or proceeding brought by any party, you agree to indemnify us and hold us harmless from and against such loss, liability, damage, cost or expense (including without limitation attorneys' fees) and agree to reimburse us for the amount thereof. Your liability will be joint and several. We may charge any of your accounts with us for any such losses, liabilities, or expenses without prior notice to you.

Nothing in this Agreement shall be construed to limit any rights or defenses available to us, or any warranty, indemnity, or liability imposed on you under applicable state or federal laws or regulations, or any separate agreements applicable to your accounts.

### **How do garnishment, levies and subpoenas affect your account?**

We may comply with any garnishment, levy, court order, writ of attachment, execution, injunction, subpoena, government agency request for information, or other legal process against your account. You direct us not to contest the legal process. We may, but are not required to, send notice to you of the legal process. We will not send a notice if we believe the law prohibits us from doing so. Any such legal process against your account is subject to our right of offset and our security interest in the account. If any legal process is received against your account, we may freeze your account or turn over funds to the court or creditor as set forth in the legal process and refuse to allow any withdrawals from the account until the garnishment, levy or other legal process is paid or released.

We are not liable to you for returning checks and other items unpaid or for refusing to permit withdrawals from your account because of any hold or turnover of funds in response to legal process. You agree you will pay all fees, if charged, for any returned checks due to any such freeze or payment in response to legal process.

If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

If your account is a multiple party (or joint, as applicable) account, we may pay or hold all funds on deposit in the account, even if the process does not name all of the account holders. We are not responsible for identifying or asserting your rights or exemptions, if any, in connection with any legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all owners or signers on the account, even though some of the other owners or signers are not covered by the legal process. We have no liability to you if we accept and comply with the legal process as provided herein or by law.

### **Will we accept and open accounts that require multiple signatures?**

We do not offer accounts which require two or more signatures to act on the account. We may act on the oral or written instructions of any one signer on the account. If you indicate on your checks, signature card disclosure, or other documents that more than one signature is required for withdrawal, this indication is for your own internal procedure and is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal or transfer instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

### **Can you use a power of attorney to appoint an attorney-in-fact or agent?**

If you appoint someone to act as an attorney-in-fact or agent under a power of attorney, we must approve the form and, unless prohibited by law, we can refuse for any reason to honor any powers of attorney that you grant to others. We may also require that the attorney-in-fact or agent execute an affidavit attesting to, among other things, the validity of the power of attorney and the authority to act. We may, without any liability to you, accept any form we believe was executed by you and act on instructions we receive

under that form.

We may pay any funds deposited in your account to your attorney-in-fact or agent. When we accept a power of attorney, it will be effective for all accounts you own. We may continue to recognize the authority of your attorney-in-fact or agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice. The authority of your attorney-in-fact or agent under a durable power of attorney to receive payments, transact on, or otherwise make changes to your account terminates with your death.

You agree to indemnify and hold us harmless from and against any and all claims, losses, costs, damages, and liability, as a result of us following instructions given to us or transactions conducted by your attorney-in-fact or agent acting under a power of attorney provided to us.

### **How do we use your sample signature to verify authenticity?**

To determine the authenticity of your signature, we may refer to the signature card or to a check or other document on which your signature appears. We may use an automated process to reproduce and retain your signature from a check bearing your signature.

### **How can you place a stop payment order? What do we require?**

At your request and risk, we may accept a stop payment order on a check or other item drawn on your account if we have not already paid the item. We may accept a written or oral stop payment order from any person who has a right to withdraw funds from the account. You must make any stop payment order in the manner required by law, and we must receive it in time to have a reasonable opportunity both to verify the item is unpaid and act on it before our stop payment cutoff time. You cannot stop payment on a one-time point of sale transaction or an ATM withdrawal or transfer. We reserve the right to charge you a fee for each stop payment order and each renewal of a stop payment order.

Because stop payment orders are handled by computers, to be effective, your stop payment order must specify the check number, date, amount of the item in dollars and cents, and the payee. If you give us the wrong amount (even one penny off) or the wrong check number, we may pay the item. You may stop payment on any eligible item drawn on your account whether you signed the item or not. You do not have the right to stop payment on certified, or cashier's checks. Generally, if your stop payment order is given to us verbally or in writing, it is effective for six (6) months. If you notify us of the stop payment verbally, we may require you to provide your stop payment order in writing, and if you do not do so, the stop payment may expire after 14 days. If you want the order to continue after six (6) months, you must ask us, in writing, to renew the order before the end of the six-month period and pay another stop payment fee. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We are not obligated to notify you when a stop payment order expires. We may require a release of the stop payment request by the person who initiated the stop payment order.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment, and you establish you suffered a loss because of the payment. Our liability, if any, for paying an item subject to a valid and timely stop payment order is limited to the actual loss suffered, up to the amount of the item. We are not liable to you for any special, incidental, or consequential loss or damage of any kind. If you stop payment on an item and we incur any damages or expenses because of the stop

payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware anyone holding the item may be entitled to enforce payment against you despite the stop payment order.

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. For more information on stopping a preauthorized payment on an account, see the subsection entitled "**Right to Stop Payment and Procedure**" in the section titled "**ELECTRONIC BANKING.**"

Rules for stopping payment of other types of transfers of funds may be established by law or our internal procedures.

### **What is unclaimed property? When do we consider your accounts abandoned?**

State and federal law and our policy govern when accounts are considered abandoned. Your account is usually considered abandoned if you have not made any deposits to, or withdrawals from, your account for the period of time specified in the applicable state's unclaimed property law. We are required by the unclaimed property laws to turn over to the applicable state those accounts considered abandoned. Before we turn over an abandoned account, we may send a notice to the address we currently have in our records or on the account statement. We may not send this notice if mail we previously sent to this address was returned. After we turn the funds over to the state, we have no further liability to you for the funds, and you must apply to the appropriate state agency to reclaim your funds. To the extent permitted by applicable state law, abandoned accounts will continue to be subject to standard account service charges, in addition to escheat fees, as set forth on the **Personal Account Fee Schedule**.

If we consider your account dormant, then (unless prohibited by applicable law) we may:

- **assess monthly maintenance charges and other fees, and**
- **stop sending statements.**

### **When will we use Subaccounts?**

We structure checking accounts into two sub-accounts for regulatory accounting purposes: a checking subaccount and a savings subaccount. We calculate and pay interest at the same rate and in the same way on both sub-accounts. You will not see a difference in the way your account operates. You agree we may automatically, without a specific request from you, initiate individual transfers of funds between sub-accounts from time to time at no cost to you. These transfers will be automatic transfers so your ability to use your funds through your checking account will not be affected. We record the subaccounts and any transfers between them on our internal accounting records only.

## **ELECTRONIC BANKING**

### **ELECTRONIC FUND TRANSFERS INITIAL DISCLOSURE (REGULATION E); YOUR RIGHTS AND RESPONSIBILITIES**

We offer a number of electronic banking services for your accounts, as further described below. In addition to the information set forth below, we also provide certain separate disclosures that pertain to personal accounts, and we have separate agreements that govern

the terms of some services, including separate agreements and/or disclosures for debit cards, Phone Banking, Online and Mobile Banking, and mobile wallet payments.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Please reference the **Personal Account Fee Schedule** for fees related to electronic banking services.

### **Can third parties initiate electronic fund transfers?**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt.) In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank account and account information (whether over the phone, the Internet, or via some other method) to trusted third parties you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings account.
- **Preauthorized debits** - You may make arrangements to pay certain recurring bills from your checking account(s).
- **Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

### **How can you access your account?**

You may access your account(s) by telephone, 24 hours a day, by calling 1-800-763-0555 and using your PIN, a touch-tone phone, and your account number to:

- transfer funds from one of your accounts (either checking or savings) to another account you own at SouthState (either checking or savings).
- make payments from either a checking or savings account to installment loan accounts you have with us (other than first- lien residential mortgage loans serviced by a third party).
- get information about:
  - deposit account balances;

- deposits to or withdrawals from accounts; whether a specific check number has been paid;
- certificates of deposit; and
- interest earnings.

If you make a telephone banking transaction on or after 9:00 P.M. E.S.T., we will post the transaction on the following business day.

You can also access your account through Online and Mobile Banking by using your computer, tablet, or mobile device, your username, and your password to:

- transfer funds from one of your accounts (either checking or savings) to another account you own at SouthState (either checking or savings);
- make payments from either a checking or savings account to installment loan accounts you have with us (other than first-lien residential mortgage loans serviced by a third party);
- pay third parties through BillPay;
- transfer funds from SouthState to another bank (i.e., bank to bank transfer accessible through Online and Mobile Banking only);
- use the payment services as described in the Online and Mobile Banking Agreement;
- make deposits via Mobile Banking only; or
- get information about:
  - deposit account balances.
  - deposits to or withdrawals from accounts.
  - whether a specific check number has been paid.
  - certificates of deposit; and
  - interest earnings.

Please refer to the **Online and Mobile Banking Agreement** for information regarding when these transactions will post.

### Can you make Electronic Fund Transfers to and/or from your Health Savings Account (HSA)?

We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example depositing more than the allowable amount or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. For this reason, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the **HSA Agreement** provided to you earlier. In the event of a conflict, the terms of the **HSA Agreement** control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA, nor are we responsible for ensuring your eligibility for making

contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your **HSA Agreement** for more information relating to the use of your HSA.

### How can you use automated teller machines (ATM) and debit cards?

We may issue you a debit card ("card") when you open an account. You will be required to activate your card and select a personal identification number (PIN) as part of the activation process. The terms and conditions that govern your use of your card(s) are disclosed in separate agreements entitled **Debit Card Agreement** and **HSA Debit Card Agreement**. Before using your card, please review the corresponding agreement carefully.

You may access your SouthState account(s) attached to your card by using your card and PIN to:

- deposit funds into your checking account(s) and savings account(s) at deposit-enabled ATMs we own or operate;
- transfer funds between your accounts;
- withdraw cash from your account(s);
- obtain your account balance(s);
- purchase goods and services (and, in some cases, withdraw cash from your account) at participating merchants (debit card only); and
- change the PIN attached to your card.

You acknowledge some of these services may not be available at all ATM terminals, and some of these services may not apply to your account(s) or debit card.

### What limits do we place on ATM transactions and debit card purchases?

We may refuse to authorize transactions and may block debit card transactions from certain countries, locations, and/or merchants from time to time for fraud prevention purposes, without prior notice to you. For security reasons, we cannot disclose the details of our fraud prevention procedures.

We reserve the right to limit the dollar amount of checks and types of checks you may deposit at our ATMs. Please refer to the **Personal Debit Card Agreement** for details regarding limits. In addition, if you use your card at an ATM owned by another bank or financial institution, we will charge you per transaction for using their ATM machines. Please refer to the **Personal Account Fee Schedule** for additional information. Also, if you use an ATM not owned by us, the ATM operator or network may charge a fee (even for only a balance inquiry). If you make any transfer or withdrawal at an ATM on or after 7:30 P.M. EST, we will post your transaction on the next business day.

You may access your primary checking account to purchase goods, pay for services, get cash from a financial institution or a merchant, and do anything with a debit card that you can do with a credit card at a participating merchant or financial institution. PIN or signature-based purchases made using your debit card are limited. Please refer to the **Personal Debit Card Agreement** for details regarding limits. Please note you cannot stop payments on transactions made using your debit card.

### What happens when you use your debit card for international transactions?

If you make a purchase in a foreign country, an internet purchase with

a foreign retailer and/or a purchase which is routed through a foreign bank, you may be subject to a foreign transaction fee. This may also occur if the transaction is in a currency other than the U.S. dollar (USD). Foreign currencies will be converted to U.S. dollars at the exchange rate determined by Visa USA, Inc., or MasterCard, using their currency conversion procedures. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your card. A conversion international transaction charge will be charged to the card. In addition, an International Transaction Fee will be charged if the transaction was in U.S. dollars but charged by a merchant who is outside of the U.S.

#### **Can you use your debit card for illegal transactions?**

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

#### **Do we limit the frequency of transfers?**

We may impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings account or money market account.

#### **What documentation will you receive to evidence transactions?**

- **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less or if you have set your ATM preference to do not provide a receipt.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-277-2175 to find out whether the deposit has been made. A monthly statement will be generated and mailed to the address we have for you in our account record, or we may deliver it electronically (if you have agreed to receive your statements and notices electronically) at the email address we have for you in our account record.

#### **Do we disclose your information to third parties?**

We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- to verify the existence and condition of your account for a third party, such as a consumer reporting agency or merchant; or
- to comply with government agency or court orders; or
- if you give us your written permission; or
- as explained in separate privacy disclosures.

#### **How do we handle your preauthorized electronic payments? Right to Stop Payment and Procedure.**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call 1-800-277-2175 or write to us at SouthState Bank, Electronic Banking Department, Post Office Box 118068, Charleston, South Carolina 29423. We must receive your request three (3) business days or more before your payment is scheduled to be made.

- If you provided your debit card number for the recurring transfer, you must contact us by telephone or at the branch

and give us the exact card number. We will close the card and you can replace it with a new card and card number upon request.

- If you provided your account number and routing number for ACH direct debits to your account (both recurring and one-time payments), you must contact us by telephone or at the branch and give us your account number and the exact name of the payee. We will also need the exact amount of the payment, a range of amounts, or instruction to block all payments from the named payee. We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent information.
- If you set up your recurring or one-time bill payments or transfers through [www.SouthStateBank.com](http://www.SouthStateBank.com) or the SouthState Mobile App, you can use that service to cancel pending and future payments.

We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we do not refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

For recurring pre-authorized electronic fund transfers on your accounts, we keep any stop order you placed in effect until the earlier of: (1) the date on which you withdraw the stop payment, or (2) the return of the all debit entry(s) relating to a specific authorization involving a specific Originators. If you call, we may also require you to put your request in writing and to send it to us no later than 14 days after your call. If you fail to do so, your stop payment may expire following the 14-day period. We will charge you a fee for each stop payment order you request. Please refer to the **Personal Account Fee Schedule** for the applicable fee.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Our Liability for Failure to Stop Preauthorized Payment.** We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we do not refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

**What liability do we have to you for incomplete transactions?** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some

exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer or;
- if the transfer would go over the credit limit on your overdraft line; or
- if the ATM where you are making the withdrawal does not have enough cash; or
- if the ATM was not working properly and you knew about the breakdown when you started the transfer; or
- if your computer, internet connection, mobile device or telephone did not work properly or lost its signal and was unable to complete the transfer or communicate the transfer information to us; or
- if you have not authorized an Online and Mobile Banking bill payment soon enough for your payment to be made and properly credited by the biller by the payment due date. We also have no liability if a bill payment is made timely, but the biller does not credit your payment promptly upon receipt; or
- if withdrawal transfers from eligible accounts have been prohibited by court order, such as garnishment orders or other legal process; or
- if we believe the transfer may be unauthorized and, based on that information, we do not complete the transaction; or
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions (a) as stated in our other agreements with you and disclosures to you and (b) as permitted by applicable law and regulations.

#### **What liability do you have for unauthorized transfers?**

Tell us AT ONCE if you believe your card and/or other security-related credentials ("codes") have been lost or stolen, or if you believe an electronic fund transfer has been made without your permission using information from your check. Calling us immediately at 1-800-277-2175 is the best way to limit your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or codes, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or other security-related credentials, and we can prove we could have stopped someone from using your card and/or codes without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, codes, or other means, tell us at once. If you do not tell us within 60 days after the mailing date (or the date the statement was first made available to you) you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **What is our phone number and address?**

If you believe your card and/or code has been lost or stolen:

- call 1-800-277-2175.
- write us at:  
  
SouthState Bank, N.A. Card Services  
P.O. Box 118068  
Charleston, South Carolina, 29423; or
- contact us through Online and Mobile Banking's secure messaging.

You should also contact us (at same phone number or address) if you believe a transfer has been made using the information from your check without your permission.

#### **What is a "business day"?**

For purposes of this *Electronic Fund Transfers Initial Disclosure*, our business days are Monday through Friday. Federal holidays are not included.

#### **ERROR RESOLUTION NOTICE (REGULATION E)**

In case of errors or questions about your electronic transfers, call 1-800-277-2175 or write us as soon as you can at the below address if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt:

SouthState Bank, National Association  
Reg E. Dispute Department  
Post Office Box 118068  
Charleston, South Carolina 29423

We must hear from you no later than 60 days after we sent (or first made available to you) the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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.

Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you about the results within three (3) business days 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.

Regulation E applies to all consumer accounts with the exception of any Health Savings Accounts.

## DIGITAL BANKING SERVICES

You may elect to enroll in our Online and Mobile Banking and Text Messaging services (collectively "Digital Banking Services") by visiting [www.SouthStateBank.com](http://www.SouthStateBank.com) to do so. Digital Banking Services are governed by separate agreements and disclosures, which you will receive at the time you enroll. These separate agreements and disclosures supplement the terms of this Agreement and provide additional terms and limitations for electronic funds transfers using the Online and Mobile Banking service.

## FUNDS TRANSFER SERVICES

The following sections apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E. We provide separate information to you that governs the terms of some funds transfer services, including a separate agreement for Online and Mobile Banking, telephone transfers, and funds transfers made in the banking centers. If you have a specific agreement for these services, the provisions below serve to supplement that specific agreement to the extent these provisions are not inconsistent with the specific agreement.

This Agreement is subject to the provisions found in Article 4A of the Uniform Commercial Code, as adopted in the state in which you have your account with us. In general, a "funds transfer" is the process of carrying out payment orders that lead to paying a beneficiary. The "payment order" or "transfer order" is the set of instructions given to us to transfer funds. The "beneficiary" is the person or business who receives the payment.

### What transfer fees will we charge you?

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. Other banks involved in the funds transfer may also charge fees. For a copy of the **Personal Account Fee Schedule**, please call us at 1-800-277-2175, visit [www.SouthStateBank.com](http://www.SouthStateBank.com) or ask an employee at one of our branch locations.

### What is a Remittance Transfer? How does it affect my rights?

We may execute certain payment orders for you known as Remittance Transfers. A "Remittance Transfer" is a wire transfer initiated by a consumer primarily for personal, family, or household purposes to a designated recipient in a foreign country. Federal law may provide certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation, and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer governed by section 919 of the Electronic Fund Transfer Act ("EFTA"), 15 § 1693o-1, the terms of the disclosures provided at the time of the Remittance Transfer shall govern. Notwithstanding anything to the contrary contained in this Agreement, rights and obligations that apply to Remittance Transfers are as set forth in EFTA and, as applicable, are set forth in the applicable state law.

### How do we process and send funds transfers?

This section applies to wire transfers and transfers made between SouthState accounts or between SouthState accounts and accounts at other financial institutions. It does not apply to automated clearing house (ACH) system funds transfer services. For information regarding ACH transfers, please refer to the subsection entitled **"What different rules, if any, apply to ACH Debits and Credits?"** below.

*Cutoff Times for Transfers.* We have cutoff times for processing transfer orders. Cutoff times vary depending on the particular office of our bank and the type of transfer order. We may treat transfer orders we receive after a cutoff time as if received the next business day. We tell you about our cutoff times upon request.

*Amending or Canceling Transfer Orders.* You may not amend or cancel a transfer order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request; however, we are not liable to you if, for any reason, a transfer order is not amended or canceled. You agree to reimburse us for any costs, losses, or damages that we incur in connection with your request to amend or cancel a transfer order. It is a requirement for some payments, including wire transfers, that you have a phone number that can receive texts or calls from the United States.

*Inconsistency of Name or Number.* The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the transfer order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the transfer order indicates a different bank name.

*Sending Payment Orders.* We may select any intermediary bank, funds transfer system or means of transmittal to send your transfer orders. Our selection may differ from that indicated in your instructions.

*Notice of Rejection.* We may reject transfer orders. We will notify you of any rejection orally, electronically or in writing. If we send written notice by mail, we will do so by the end of the next business day following the date of the transfer order. We are not liable to you for the rejection or obligated to pay you interest.

*Errors or Questions About Your Transfer Orders.* We will notify you about certain funds transfers by listing them on your account statement. You must notify us at once if you think a funds transfer shown in your statement is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date (i) you receive the hardcopy statement, or (ii) the electronic statement on which the problem or error appears is made available to you. If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

*Calculations.* Unless otherwise prohibited by law, if we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we calculate compensation as follows: (i) With an interest-bearing account, we use the rate applicable to the account, and (ii) If we have a separate agreement with you specifying a different calculation method, we use that method instead.

### How do we receive funds transfers for your account?

We may receive instructions to deposit funds into your account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This



includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between accounts with us.

**ACH Provisional Payment Rule.** Funds transfers sent through an ACH transaction are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your account statement.

**Notice of Funds Transfer.** We notify you we have received funds transfers by listing them on your account statement. We provide statements to you by mail or through Online and Mobile Banking if you selected the e-statement option within Online and Mobile Banking for your deposit account documents. We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two (2) business days of crediting your account.

If you are expecting a funds transfer and want to find out if it has been credited to your account, you can access your account through Online and Mobile Banking, or Telephone Banking, or you can call us at 1-800-277-2175.

#### **What additional rules, if any, apply to ACH Debits and Credits?**

From time to time, originators that you authorize may send automated clearing house (ACH) credits or debits for your account. For each ACH transaction, you agree the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

For information about stopping payment of an ACH transaction, see the subsection entitled **"Right to Stop Payment and Procedure."**

**Can I make a transfer using Phone Banking?** A phone transfer of funds from your account to another account of yours with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

#### **What is an Instant Payment?**

As a bank, we look for ways to improve a customer's experience by providing transparency and confidence in payments. One way we try to support our customers is providing products and services that allow you to move money more quickly than using checks and more securely than using cash.

Instant payments are a type of funds transfer that are typically completed within seconds of transmission of the instant payment by the sender, unless the instant payment fails or is delayed due to a review by either the receiving, or the sending, participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by one of the instant payment networks or sending participant may also prevent instant payments from being sent from or to your account.

There is no guarantee that we will make instant payments available to you, and we reserve the right not to provide access to instant payments in the future, regardless of this section. In the event we make instant payments available to you, the following terms apply to any instant payments we receive for credit to your account through an instant payments network, which may be the RTP® network operated by a third party, The Clearing House, or FedNow, operated

by the Federal Reserve (each, a "Network").

- In addition to applicable laws referenced in the Section captioned "What law governs this Agreement?" instant payments made or received through the RTP® network are governed by the network guidelines under Section 4A of the Uniform Commercial Code without regard to its conflict of laws principles.
- Instant payments made or received through FedNow are governed by Section 4A of the Uniform Commercial Code as incorporated by Regulation J, Subpart C, and the Electronic Fund Transfer Act ("EFTA"). In the event of an inconsistency between the provisions of subpart C and the EFTA, EFTA shall prevail to the extent of the inconsistency.
- Instant payments Networks may be used only for eligible payments between a sender and receiver whose accounts are located in the United States. You may not receive instant payments into an account not domiciled in the United States. Instant payments that are permitted under the rules of the Networks and our requirements are considered eligible payments for purposes of this Agreement.
- Instant payments are irrevocable and cannot be reversed. If we receive a request to return an instant payment previously credited to your account, the Bank may attempt to contact you but will have no liability for failing to do so. Any dispute between you and a sender must be resolved directly between you and the sender, and you agree that SouthState will have no liability in connection with such a dispute.

Funds transferred at or after 9:00 p.m. EST on a business day are included in that day's Memo Ledger Balance, meaning that these funds will be available for your immediate withdrawal, however the Bank will not use these funds to pay transactions presented for payment that day prior to 9:00 p.m. EST and will show the date of the next business day in your account's transaction history.

- Funds transferred on a Saturday, Sunday or federal holiday will show the next business day's date in the transaction history.
- Interest bearing accounts will accrue interest on the daily balance in the account at the end of each business day.
- If you wish to report a transaction error, report an unauthorized transaction, return a payment, or have a question about an instant payment, call us immediately at 1-800-277-2175. For more information about your consumer rights under EFTA refer to the Section captioned "Error Resolution Notice (Regulation E)."

#### **OTHER RIGHTS APPLICABLE TO ACCOUNTS**

**Waiver.** We reserve the right to delay or waive the enforcement of any of the terms of this Agreement. Any such waiver applies only in the specific instance in which we waived the provision and will not affect our right to enforce any of our rights with respect other customers, or to enforce any of our rights with respect to later transactions with you. No waiver or delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement.

**Severability.** If any provision of this Agreement is declared to be invalid, unenforceable, or illegal, that part will not affect the validity or enforceability of the remainder of this Agreement.

**Change of Law by Agreement.** If any term of this Agreement is inconsistent with any applicable law, then you agree this Agreement governs and the law is waived by this Agreement to the extent the law

can be waived by contract.