

## PREMIUM BUSINESS ONLINE BANKING DISCLOSURE STATEMENT AND AGREEMENT

This Premium Business Online Banking Disclosure Statement and Agreement ("Agreement"), governs your use of our online banking services ("Online Service"). Our Online Service enables business customers to perform a number of banking functions, through the use of a personal computer, or for some functions, a mobile device, on Accounts enrolled in the service.

When used in this Agreement, the words "we", "us", "our" or "Bank" means BankUnited, N.A.; the words "Company", "you", or "your" mean (i) the entity that is reflected in our records as the owner of an account or a party-in-interest to an account (such as a grantor or trustee of a trust account); "Account" or "Accounts" mean the accounts that will be accessed through the Services including, without limitation, business accounts, personal accounts, loan accounts or lines of credits; "business account" means an account owned by an entity; "personal account" means an account owned by an individual that is used primarily for personal, family or household purposes; "Owner" or "Owners" mean each person or entity that has an ownership interest in Company; "Site" or "Sites" mean the web site(s) owned or operated by Bank, including, without limitation, <https://www.bankunited.com>; and <https://www.bankunitedbusinessonlinebanking.com>; Service or Services means all products, services, materials, content, features, and methods of conducting transactions offered, obtained or otherwise made available on or through the Site; and "business" day means Monday through Friday, excluding Federal Reserve holidays and other days the Bank is not opened for business. For purposes of this Agreement, the term "Administrator" (as further defined below) will also be considered a "user."

### ACCEPTING THE AGREEMENT

When you use or access the Online Service, or when you permit any other person or entity to use or access the Online Service, you agree to the terms and conditions of this Agreement. Please access, read, and review this Agreement regularly. We may amend, revise, or modify the terms and conditions of this Agreement (including applicable fees and service charges) at any time, and from time to time, in our sole discretion. We will notify you of any such changes, as required by law, by posting the updated Agreement within the Online Service. You will be prompted to accept or reject any material change to this Agreement, the next time you use the Online Service after we have made the change. The revised version will be effective at the time it is posted, unless a delayed effective date is required by law and is expressly stated. Your use of the Online Service, or any Service offered through the Online Service, after the posting of a revised version of this Agreement, will constitute your acceptance and agreement to such changes. You understand and agree that notwithstanding the foregoing, we reserve the right to provide any such notice of change to you in printed form. Further, the Bank may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior

versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement, as to all such prior versions of the applications, services, and/or related material, and limit access to only the more recent revisions and updates.

## RELATION TO OTHER AGREEMENTS

Your use of the Online Service may also be affected by a deposit agreement or other agreement between you and us for your enrolled accounts. When you use the Online Service you are governed by this Agreement, as well as the agreements you already have with us, for any account enrolled in the Online Service. You should review those and other Bank account-related disclosure statements, agreements, and fee schedules, for information regarding any applicable fees, availability of deposits, limitations on the number of transactions that you can make, liability rules for electronic funds transfers, and for other restrictions that may impact your use of an account with the Online Service. To the extent that there is a conflict between the terms of this Agreement and such other applicable account documentation and agreements, the terms of this Agreement will control to the extent necessary. Additionally, if there is a conflict between what an employee of the Bank says and this Agreement, the terms of this Agreement will prevail.

## SERVICES

To be eligible to register and use the Online Service, you must maintain an Account with the Bank. All Accounts linked within the Online Services must contain an authorized signatory that is common to all Accounts. You understand and agree that a change in Owners and/or any authorized signers on an Account will not affect the Services, which shall remain in full force and effect until terminated as set forth herein.

The Bank will provide you with the Services selected by you. Please note that certain features of the Online Service may not be available for all Accounts. All Services covered by this Agreement may be changed by the Bank on thirty (30) days' notice to you and will be binding upon the expiration of such period. The Bank reserves the right to modify, terminate or suspend any and all Services in the event that you fail to pay any amounts when and as due, or otherwise fails to abide by the terms of this Agreement or any other agreement applicable to the Account(s).

Certain features, information, transactions, or other services available through the Online Service, may not be available when accessing the Services through a mobile device.

## COMPANY ADMINISTRATOR

You will be required to designate at least one individual ("Administrator") with the authority to determine who will be authorized to view account information and/or effect transactions through the Online Service on your behalf. The Administrator should be an owner that is common to all Accounts. The Administrator can add, modify or delete users and other administrators, set limits

on each user's authority to conduct transactions and access account information, and reset user and Administrator's IDs and passwords. If the Administrator loses or forgets their user ID or password, the Administrator should contact the Bank. The Administrator shall be responsible for notifying the Bank, in writing, when the authority of a user has been withdrawn, revoked or terminated. The Bank is authorized to rely upon any document that indicates that a user is authorized to act on your behalf with respect to the Online Service, until the Bank has received, and has had a reasonable opportunity to act, on such notice.

Each user designated by the Administrator, is authorized on your behalf to issue requests, directions or instructions, with respect to any Service offered through the Online Service. You acknowledge and agree that limitations on a user's access can only be controlled by you and the Administrator, not the Bank. You understand and agree that each individual designated as a user may have the ability to conduct transactions on Accounts for which the individual may not otherwise be authorized. You have reviewed and understand the risks associated with designating such individuals as users and agree to assume sole responsibility for the actions of the Administrator, including, without limitation, the authority given to other users to act on your behalf, and the actions of such users. You further agree to be liable for any and all loss that may result from the authority given to any such users and the action of such individuals, whether authorized or unauthorized. The Bank will not be liable to you or any third party for any loss, damage or expense arising from access to an Account by anyone permissioned to utilize the Online Services, and you agree to indemnify and hold Bank harmless against all actions, claims, demands, losses or expenses including without limitation, reasonable attorney's fees and court costs, arising from or relating to any action of a user. Such indemnification obligations shall survive termination of this Agreement and termination of your participation in the Online Service.

By linking Accounts, Company, on its behalf and on behalf of each and every Owner, understands, acknowledges and agrees that any person who has access to the Online Services, has the ability to: (i) view all Accounts linked within the Online Services, (ii) conduct transfers to and from such Accounts including, without limitation, transfers to and from the personal accounts and the business accounts, and (iii) perform any other function as may be available through the Online Services on any Accounts. Notwithstanding the foregoing, Company, on its behalf and on behalf of each and every Owner, understands, acknowledges and agrees that in no event shall any person who has access to the Online Services be permitted to conduct any wire transfer activity from any personal accounts through the Online Services.

## ACCESS REQUIREMENTS

To access the Online Service, you must have access to a computer or approved mobile device, and an internet browser that supports a minimum of 128 bit encryption and Secure Sockets Layer 3 or higher. We may change these requirements from time to time. To the extent that you are

able to access the Online Service using a browser with lower than 128 bit encryption, such use shall be at your sole risk, and you, and not the Bank, shall be liable for any losses resulting from such use. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary to access and use the Online Service, including, without limitation, antivirus, anti-spyware and internet security software. You are also responsible for any and all fees imposed by any internet service provider or communications service provider.

You are hereby granted a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any technology in object code. You agree that the Bank and its suppliers or servicers retain all intellectual property rights in any hardware, software, documentation, systems or other technology or intellectual property (Technology) that may be made available to you in connection with the Online Service. You further agree (i) to read and comply with any license terms with respect to any Technology made available to you; (ii) to use the Technology solely for purposes of accessing the Online Service; (iii) to maintain the confidentiality of the Technology and not copy, transfer or disclose the Technology; (iv) not to attempt to circumvent any use or access limitations contained in the Technology; (v) not to translate, reverse engineer, disassemble or decompile any Technology; (vi) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (vii) to return any and all copies of the Technology to us upon request. All Technology is provided to the Company on an AS IS and AS AVAILABLE basis.

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and hereby expressly assume such risks. You further acknowledge that you are responsible for the data security of the systems you use to access the Online Service, and for the transmission and receipt of information using such systems. You shall implement antivirus, anti-spyware and internet security software, and shall scan any equipment you use in connection with the Online Service on a regular basis, in order to detect and remove computer viruses. You agree that the Bank is not responsible for any errors or problems that may arise from the malfunction or failure of your computer, internet or other Company systems, or for any virus, disabling device or other computer problem related to the use of the Online Service. You further agree that the Bank is not responsible for notifying you of any upgrades, fixes or enhancements, or for providing technical support or other support for your systems.

## HYPERLINKS

In connection with the Online Service, the Bank may provide you with a link (“Hyperlink”) to a third party site. Such Hyperlinks are used at your own risk. The Bank is not responsible for, nor do we control, the content, products or services provided through these sites. The Bank does not endorse or guarantee the products, information or recommendations provided by any such linked sites, and is not liable for any failure of any products or services advertised on such sites. The Bank further makes no representations or warranties of any kind, express or implied, as to the

operations conducted at such other third party sites, or the accuracy or completeness of any information, content, materials or products included thereat, including, but not limited to, the warranties of non-infringement of third party rights, title, merchantability and fitness for a particular purpose.

## CODES AND PASSWORDS

If you are approved to use the Online Service, the Bank will provide you with certain information, including, but not limited to, access codes, passwords and user identifications (Access Information). You acknowledge that you are solely responsible for securing and maintaining the confidentiality of the Access Information. In furtherance of the foregoing, you are required to develop and put in place internal procedures to limit such risks, including, but not limited to (a) changing the password of each user at least once every sixty (60) calendar days; (b) not permitting users to share their identification codes or passwords; (c) deleting the identification codes of users who no longer have access to the Online Service; and (d) keeping all Access Information under secure conditions. You agree to comply with any additional access or identification procedures the Bank may establish. You further agree to immediately notify the Bank by telephone (and confirm such oral notification in writing) if you have reason to believe that any Access Information has been stolen, compromised, misused or has, or may, become known by an unauthorized person (whether or not employed by you).

These responsibilities may not be waived or modified by agreement or authorization by any Bank employee, agent or representative. You acknowledge that such Access Information is appropriate and reasonable to afford protection against unauthorized use and agree that use of Access Information in connection with the Online Service shall give rise to a conclusive presumption that the use is authorized. You shall be liable for, and shall indemnify and hold the Bank harmless from any and all claims, losses, damages, liabilities and expenses including, without limitation attorney's fees, court costs and related litigation costs and expenses, arising from use of the Online Service, whether authorized or unauthorized, by any person who utilizes the Access Information or who gains access by any other means. In furtherance of the foregoing, in the event that an employee, agent or representative or anyone accessing the system by utilizing the Access Information, willfully or through negligence, damages or causes disruption of the systems of the Bank, you shall be liable for all claims, losses and/or damages resulting therefrom.

## FEES

You agree to pay any and all fees that the Bank establishes for each of the Services made available through the Online Service. Please refer to the Schedule of Fees applicable to your Account(s) for the current amount of the Bank's fees. Fees may be changed by the Bank on thirty (30) days' notice to you and will be binding upon the expiration of such period. Any services in addition to those selected by you will be charged in accordance with the Bank's then current

Schedule of Fees. You shall maintain sufficient collected and available balances, as determined in accordance with the Bank's then current Funds Availability Disclosure ("Available Funds") to pay all fees and charges. You authorize Bank to deduct such fees and charges from the Account(s) designated by you. In the event you do not maintain sufficient Available Funds in the designated Account(s) to pay all fees and charges when due, you shall, upon demand, immediately pay all outstanding fees and charges. Notwithstanding the foregoing, the Bank may, without notice, set off against any other accounts maintained by you with the Bank, or any of our affiliates or subsidiaries, for all amounts due hereunder. In addition, all Account(s) shall be subject to the Bank's customary fees and charges, as disclosed in its Schedule of Fees.

## ELECTRONIC MESSAGES AND OTHER COMMUNICATIONS

You agree that all notices and other communications directly related to your use of the Services or to your Accounts may be sent electronically to any e-mail address we have on record or, at our option, any other manner permitted by applicable law. As e-mail is not a secure method of communication over the internet, the Bank recommends that you do not send confidential information, such as account numbers and financial information, to the Bank by e-mail. Please be advised that the Bank will not immediately receive an electronic message sent, and no action will be taken on any electronic message until the Bank actually receives your message and has had a reasonable opportunity to act on it. If you need to contact the Bank immediately, please call our Client Care Center at 877-779-BANK (2265).

## ALERTS

Enrollment in any of the Services offered through the Online Service may include access to mobile text messaging related services and alerts ("Alerts"). By using the Services, you agree that the Bank may send messages through your communication service provider for delivery to you and that the communication service provider are acting as your agent in this capacity. The Bank may use a telephone number or e-mail address on file in its records for you, or such other contact information as you may provide to the Bank, for sending these Alerts.

These Alerts are provided for your convenience and do not replace your monthly account statements, which are the official record of your Account. You understand and agree that the information sent through an Alert may not be encrypted and may include personal or confidential information about you such as your account activity or account status, and anyone with access to your e-mail or mobile device may be able to access the Alert. Additionally, Alerts sent via telephone may be delivered to voice mail or answering machines if no one answers the telephone. It is your responsibility to secure your mobile device, protect its Access Information and inform us in a timely manner about changes to your telephone number, e-mail address or other method of delivery in order to protect the confidentiality of this information.

The Bank endeavors to provide Alerts to you in a timely manner, however it does not guarantee the delivery or accuracy of any information sent through an Alert. Messages may be delayed or

impacted by factors pertaining to your communication service provider, internet service provider or other third parties. The Bank will not be liable for any losses or damages arising from the disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of or inaccurate content in information sent through Alerts.

#### HOURS OF ACCESS

Subject to the terms of this Agreement, you can generally use the Online Service seven (7) days a week, twenty-four (24) hours a day, although some or all of the Services may not be available during regularly scheduled maintenance periods or during system/network interruptions.

#### STATEMENT REVIEW

You shall be notified of transactions performed in connection with the Online Service through periodic account statements. You shall have the obligation to promptly review all activity pertaining to the Account(s), and promptly, but in no event exceeding thirty (30) days from the Bank's issuance of a statement reflecting such activity, notify the Bank of any unauthorized access. Failure by you to so review and advise shall release the Bank of any and all liability (if any) for any activity taken by any unauthorized party. Without regard to care or lack of care, your failure to discover and report any suspected error, discrepancy or unauthorized transactions in connection with the Services within such thirty (30) day period, will bar any claim against the Bank with respect to any such error, discrepancy or unauthorized transaction or any subsequent error, discrepancy or unauthorized transaction by any unauthorized person. Notwithstanding anything to the contrary contained herein, in no event shall the Bank be liable for any activity in your Account(s) undertaken by unauthorized person(s) if the activity was initiated by use of the Access Information.

#### WAIVER OF REQUIREMENT FOR MULTIPLE SIGNATURES

You agree that any requirement of verifying multiple signatures on checks, if such a requirement exists, does not apply to any transfers or payments made using or through the Online Service. You agree to release the Bank from any liability for any such transfers or payments.

#### SECURITY PROCEDURES

You agree to comply with the Bank's security procedures, including the use of Access Information, one-time passcodes and other security or authentication devices ("Security Procedures") in connection with the use of the Online Service. You acknowledge and agree that the Bank's Security Procedures are designed to verify the origination of instructions, orders or other communications (each a "Communication") sent in connection with the use of the Online Service and not for the detection of errors in transmission or content (i.e. duplicate payments or errors in funds transfer instructions). The Bank shall have no duty to discover, and shall not be liable for errors or omissions by you or any other individual permissioned by you to use the

Online Service. Each time a transaction is made through the Online Service, you warrant that these Security Procedures are commercially reasonable and adequate for the purposes intended. The Bank reserves the right to issue new Security Procedures and/or to modify or change any Security Procedures from time to time.

You shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of any Security Procedures and shall immediately notify the Bank if you believe or have reason to believe that the confidentiality or integrity of any Security Procedure has been breached, threatened or become known to an unauthorized person (whether or not you employ such person). Additionally, if you fail to follow any Security Procedure, you shall be liable for any unauthorized disclosure or unauthorized access to your information or data. You shall be liable for any instructions and other communications initiated before the Bank has received such notice and has had a reasonable opportunity to act on such notice. The Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Security Procedures.

The Bank shall be entitled to act on any Communication received in accordance with the Security Procedures without being obligated to verify the content of such Communication, or establish the identity of the person initiating or issuing the Communication. You acknowledge and agree that the Bank may, without liability, refuse to act on a Communication that is not transmitted in accordance with the Security Procedures. You further acknowledge and agree that the Bank may, without liability, refuse to act on any Communication if the Bank reasonably doubts its authorization, contents, origination, or compliance with the Security Procedures. You assume full responsibility for any transaction, whether or not authorized, issued in your name and accepted by the Bank in accordance with the Security Procedures. Additionally, if you fail to follow any Security Procedure, you shall be liable for any unauthorized disclosure or unauthorized access to your information or data.

#### **BANK'S RESPONSIBILITY**

In the performance of the Services, the Bank will be entitled to rely solely on the information, representations and warranties provided by you and will not be responsible for the accuracy or completeness thereof. The Bank shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any entry, instruction, transaction or order in connection with the Services, whether or not it will result in payment to any officer, employee, or agent, or are otherwise tendered in payment of such person's individual obligations. The Bank has no obligation to verify the availability of funds in any account at the time of any transfer or payment request, even if honoring such a request will result in an overdraft. In the event such a request is honored, you shall immediately pay such overdraft and shall be responsible for payment of all applicable overdraft charges. Further, the Bank is not obligated to honor, either in whole or in part, any transaction or instruction which (a) is not in accordance with any of the terms or conditions applicable to the relevant Service, (b) the Bank has reason to believe may not



be authorized by you, (c) involves funds subject to a hold, dispute or legal process preventing their withdrawal, or (d) would violate any applicable federal or state law, rule or regulation.

Notwithstanding any other provision of this Agreement, the Bank shall have no liability for any damage, loss, expense or liability of any nature that you may suffer or incur, except to the extent of direct losses attributable solely to the Bank's own gross negligence or willful misconduct, and only to the extent set forth herein. In furtherance of, and without limiting the foregoing, the Bank will not otherwise be responsible for any action taken, allowed or omitted or for any liability, loss, claim or damage arising from an act of God, loss or delay occasioned in transit of data or processed work, labor disputes, material or labor shortages, accident or damage to facilities, inaccuracy of information, computer viruses, malicious code or other defects in the Online Service, incompatibility between the Online Service and your browser or from other causes or events beyond the control of the Bank. The time, if any, required for the Bank's performance under this Agreement shall be automatically extended during the period of such delay or interruption. In no event shall the Bank be liable for any indirect, special, consequential or punitive loss or damage of any kind (including, without limitation lost profits) whether or not foreseeable, even if the Bank has been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage are made in negligence, gross negligence, breach of contract or otherwise. This section shall survive termination of this Agreement and termination of your participation in the Online Service.

## SPECIFIC SERVICES

### A. ACH ORIGINATION SERVICES

You will be permitted to use the Bank's Automated Clearinghouse ("ACH") origination services to make certain types of federal and state tax payments as indicated on the screens within the Online Service. The Bank's ACH Service may only be used for the payment of taxes associated with the single taxpayer identification number associated with the account designated as the Settlement Account (as hereinafter defined).

You agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), as amended from time to time, as well as any applicable local operating rules then in effect (collectively, "Rules"), which Rules are incorporated herein and made a part of this Agreement. Terms not defined in this section shall have the meanings ascribed to them in the Rules.

It is your responsibility to provide sufficient information via the Online Service for the Bank to properly identify and direct the payment, and permit the taxing authority to identify you as the payment source upon receipt of the tax payment. You must complete all required fields with accurate information. The Bank may reject or delay processing any tax payment if information and/or instructions are not complete or are inaccurate, do not comply with the terms of this Agreement or the Rules, or otherwise do not meet the criteria specified by the Bank for

acceptance. Additionally, you shall obtain all written authorizations necessary to enable the Bank to perform any tax payment instruction submitted through the Online Service and shall promptly furnish a copy of such authorizations upon request. You shall retain the original or a copy of each authorization as required by the Rules.

All tax payment entries must be submitted to the Bank by 8:00 p.m. two (2) business days prior to the scheduled payment date. Any entry that is incomplete or that is received after the relevant cutoff time will be deemed to have been received by the Bank on the next business day the Bank processes ACH transactions, provided that the Bank has received all required information with respect to the entry. All transactions are subject to acceptance by the Bank. You agree that you shall not initiate or transmit any ACH transaction that violates the Rules. When submitting entries to the Bank, you shall comply with the Bank's Security Procedures. You acknowledge and agree that the Bank only acts as your agent for transmission of the entries and assumes no responsibility for said entries, except that the Bank will endeavor to exercise due care in the transmission. You shall have no right to cancel or amend any entry after its receipt by the Bank. Notwithstanding the foregoing, the Bank shall use reasonable efforts to act on a request by you for cancellation of an entry prior to transmitting it to the ACH or Receiving Depository Financial Institution ("RDFI"). The Bank shall have no liability if any such cancellation or amendment is not effected.

In the event any entries are rejected or returned from the ACH, the Bank shall make reasonable efforts to notify you no later than one (1) business day after the business day of such receipt. If you want to resubmit any returned or rejected entry, it is your responsibility to correct the entry and resubmit it, or otherwise resolve the rejection or return in accordance with the Rules. The Bank shall have no liability to you due to the rejection or return of any such entry or due to the fact that the Bank may not have timely notified you about the rejection or return. You shall retain data on file adequate to permit remaking of entries for five (5) business days following the date of their transmittal by the Bank as provided herein, and shall provide such data to the Bank upon its request. You shall indemnify, hold harmless and defend the Bank, at your sole cost and expense, against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney's fees, court costs and related litigation costs and expenses, arising out of any rejected or returned entry except to the extent that such rejection or return was solely due to the Bank's gross negligence or willful misconduct. This provision shall survive termination of your relationship with the Bank.

You acknowledge and agree that if an entry describes the Receiver inconsistently by name and account number, payment of the entry shall be made on the basis of the account number even if it identifies a person differently from the named Receiver and you shall be obligated to pay the amount of the entry to the Bank in such circumstances.

You shall designate an eligible checking account at the Bank as the account from which your tax payments shall be made ("Settlement Account"). You authorize the Bank to debit the Settlement

Account for the purpose of making your tax payments. You agree to maintain sufficient Available Funds to offset any entries submitted and against which any rejected or returned entries, and applicable fees and charges, may be credited or debited. The Bank shall not be obligated to follow any instructions unless and until there are sufficient Available Funds in the Settlement Account.

The Bank will charge the Settlement Account for any entry originated by you on the business day upon which the processing of the tax payment begins (“Settlement Date”). Notwithstanding the foregoing, the Bank may require you to pay the Bank the amount of any entry on the date of transmission to the Bank or otherwise prior to the Settlement Date. Even though the Bank debits the Settlement Account, such debit is provisional until the RDFI receives final settlement of the entry. You acknowledge that you have received notice that in the event that the RDFI does not receive final settlement, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of such entry. In such event, the Bank will charge the Settlement Account for the amount of the entry and impose a fee in accordance with the Schedule of Fees then in effect. You are responsible for reimbursing the Bank for any and all temporary or final credit reversals.

You acknowledge that due to the “next day” settlement procedures used by the ACH, there is the possibility of loss to the Bank in the event that you do not have Available Funds at the time of settlement. Accordingly, the Bank may from time to time establish or revise maximum dollar limits for the total value of all entries the Bank will release on your behalf in any 24 hour period. Any instructions exceeding this aggregate limit need not be honored, but may, at the Bank’s discretion, be honored. Notwithstanding the foregoing, you shall remain liable for all entries that exceed the foregoing amount, to the extent honored by the Bank. The Bank may change or cancel the limits at any time without prior notice to you, although the Bank will try to notify you before the Bank does so.

If you discover that any entry you initiated was in error, you may notify the Bank of the error and the Bank will make reasonable efforts on behalf of you, consistent with the Rules, to correct the entry. The Bank shall not be liable for such entries or the Bank’s failure to correct the entry. You are responsible for all expenses incurred as a result of the error and shall indemnify, hold harmless and defend the Bank at your sole cost and expense against all suits, claims, demands, loss, liability and expenses, including but not limited to attorney’s fees, court costs and related litigation costs and expenses, resulting directly or indirectly from such errors whether in an action between the Bank and you or between the Bank and a third party or otherwise. This provision shall survive termination of your relationship with the Bank.

You will be deemed to make the same warranties to the Bank as the Bank makes pursuant to the Rules and the Bank shall have no responsibility with respect to matters so warranted by you. You further represent, warrant and acknowledge that each entry you originate will comply with all applicable federal and state laws, rules and regulations.

## B. BALANCE REPORTING SERVICES

Through the Bank's Balance Reporting Services, you can obtain electronic access to account information, reports and data with respect to the Accounts enrolled in the Online Service. The Bank reserves the right to modify the information and detail available through the Balance Reporting Services at any time. The Bank will provide notice to you of any such changes or modifications to the extent such notice is required by applicable law.

## C. INTERNAL LOAN TRANSFER SERVICES

Through the Bank's Internal Loan Transfer Service, you may initiate internal transfers of funds to or from your Accounts at the Bank. You authorize the Bank to charge your designated Accounts for all transfers that you initiate through the Internal Loan Transfer Services. The Bank will not be obligated to make any transfer you may request unless there are sufficient Available Funds or available credit in your Account to cover the transfer. Transfers to a loan Account may be made in amounts up to the available balance in the Account from which the funds are to be transferred. Transfers to a loan Account(s) must be received by the Bank by 6:00 p.m. EST for credit that same business day. Transfers from a loan Account, including, without limitation, the minimum or maximum amount available for withdrawal, are subject to the terms of your existing credit agreements with the Bank. Transfers may not be immediately available for viewing online. Please note that as of June 30, 2014, we will no longer enroll customers in our internal loan transfer services. Current customers enrolled in our Internal Loan Transfer Service will not be affected by this change.

## D. STOP PAYMENT SERVICES

Through the Bank's Stop Payment Services, you may request a stop payment on any checks written on your Accounts which have not yet been paid by the Bank. All stop payment requests entered through the Stop Payment Service shall be deemed a written stop payment within the meaning of the Uniform Commercial Code and shall be valid for a period of six (6) months from the date entered, unless otherwise renewed by you. All such renewals must be in writing and shall be in the form and substance required by the Bank. A fee in accordance with the Bank's Schedule of Fees will be assessed to the Account for each stop payment request. No stop payment request will be effective against a check that has been paid prior to the time that the Bank has both received the request and has had a reasonable period of time to act upon the request. A stop payment request should be submitted as soon as possible. If a stop payment request is received by 6:00 p.m. EST on a business day it will be processed that same day. If a stop payment request is received after 6:00 p.m. or on a day that is not a business day it will be processed the next business day. You agree to indemnify and hold the Bank harmless from and against any and all costs and expenses including, without limitation, attorney's fees, court costs and related litigation costs and expenses, incurred by the Bank for refusing payment on all items upon which a stop payment request is placed and further agree not to hold the Bank liable for

payment contrary to any such request if the same occurs through inadvertence, accident or oversight.

#### E. ONLINE BILL PAY SERVICES

Please refer to our Online Bill Payment Terms and Conditions for Business Accounts for the terms and conditions which govern these services.

#### F. ACCOUNT LINKING SERVICES

Through the Account Linking Services, Company may request to have the following personal and business accounts linked to the Company's Accounts within the Online Services: (i) the eligible personal accounts of an Owner and/or (ii) the eligible business accounts of another entity that has authorized Company to access its account information and/or effect transactions on its accounts through the Online Service. Notwithstanding the foregoing, Company acknowledges and agrees that the Bank may, in its sole discretion, refuse to link any personal account or business account without liability hereunder.

In connection with a request to link accounts, Company agrees to provide the Bank with such documentation that Bank may reasonably request including, without limitation, the Bank's account linking authorization form completed and executed by an owner. Additionally, at any time while you are using the Account Linking Services, you agree, upon request, to promptly provide to the Bank any and all documentation reasonably requested evidencing all ownership interests in the Company and Company's authority to link such Accounts.

The Bank shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any transaction, order, instruction or entry performed through the Account Linking Services, including, without limitation, whether a transaction was authorized, the purpose of the transaction, the amount of the transfer, or the application of any funds transferred, even if such transfer will result in payment to Company, or any Owner, officer, employee, agent, user or any other person. **YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR ANY PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS, WHETHER AUTHORIZED OR UNAUTHORIZED, PERFORMED ON ANY ACCOUNTS, USING THE ACCOUNT LINKING SERVICES AND AGREE TO RELEASE AND FOREVER DISCHARGE THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUBSIDIARIES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES AND CAUSES OF ACTION, WHETHER IN LAW OR IN EQUITY, WHICH MAY NOW EXIST OR MAY HEREAFTER EXIST AGAINST THE BANK ON ACCOUNT OF OR ARISING OUT OF THE ACCOUNT LINKING SERVICES, OR ANY TRANSACTION, WHETHER AUTHORIZED OR UNAUTHORIZED, PERFORMED THROUGH THE ACCOUNT LINKING SERVICES.**

You agree to immediately notify the Bank in writing if your authority to access or effect transactions on an Account changes or if you desire to de-link any Account. Such notice shall include the name, account number and taxpayer identification number of the Account to be de-linked. The Bank shall not be liable to you, any Owner or any other person for any transactions performed on such Account before the Bank has received such notice and has had a reasonable opportunity to act thereon.

#### ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR PERSONAL ACCOUNTS

##### Your liability for Unauthorized Transfers or Payments

If you permit other persons to use your Access Information, you are responsible for any transactions they authorize from your personal accounts. If you believe your Access Information has been lost, stolen or compromised or that someone has made payments, transferred or may transfer money from your personal account without your permission, notify us AT ONCE, by calling our Client Care Center at (877) 779-BANK (2265) or writing us at:

BankUnited, N.A.  
Operations/EFT Error  
7815 NW 148<sup>th</sup> Street  
Miami Lakes, Florida 33016

If you telephone us, we may require that you send us written confirmation of your notice to be received within ten (10) business days of your phone call. You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary in order to assist us in resolving your claim or dispute.

Tell us AT ONCE if you believe your Access Information has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping possible losses to a minimum. If you do not do so, you could lose all the money in each of your Accounts, including the available balance in any credit account. If you tell us within two (2) business days after you discover the loss or theft, you can lose no more than \$50 if someone gained access to and used your Access Information without your permission.

If you do NOT tell us within two (2) business days after you discover the loss or theft of your Access Information, and we can provide that we could have stopped someone from using your Access Information without your permission, if you had told us, you could lose as much as \$500.

Also, if any account statement shows transactions that you did not make and you do not contact us within sixty (60) days after the statement was transmitted to you, you may not get back any money lost after the sixty (60) days if we can provide 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 an extended hospital stay, kept you from telling us, we may extend the time periods.

## Our Liability for Failure to Complete Transactions

If we do not complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- i. if, through no fault of ours, there are insufficient funds in your account to complete the transaction or the account has been closed
- ii. the funds in your account are unavailable
- iii. the funds in your account are subject to legal process
- iv. we have reason to believe that the transaction requested is unauthorized
- v. your operating system or software was not functioning properly at the time you attempted to initiate such transaction and it was evident to you at the time you began the transaction
- vi. the failure is due to a loss of power or internet connectivity during your session where you were not provided, or did not record, your transaction confirmation
- vii. the failure was due to circumstances beyond our control such as fire, flood, act of God, power outage and the like.
- viii. you attempt to complete a transaction that is not a permissible transaction
- ix. you have not provided us with complete and correct information or properly followed our procedures on how to complete a transaction

This list of examples is meant to illustrate circumstances under which we would not be liable for failing to make a transaction and is not intended to list all of the circumstances where we would not be liable.

## In Case of Errors and Questions about your Accounts

If you think your statement is wrong, or if you need more information about a transaction listed on it, call us at (877) 779-BANK (2265) or write to us at:

BankUnited, N.A.  
Operations/EFT Error  
7815 NW 148<sup>th</sup> Street  
Miami Lakes, Florida 33016

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following information:

1. Your name and account number;
2. A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
3. The amount of the suspected error.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you opened your account less than thirty (30) days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the forty-five (45) period is extended to ninety (90) days. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

If you tell us verbally we may require that you send your complaint or questions in writing within ten (10) business days to the above address. If we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we credited your account, you must repay us if we conclude no error has occurred.

## UNLAWFUL TRANSACTIONS

You agree not to use the Services for any illegal or unlawful purpose. You further acknowledge and agree that the Bank has no obligation to monitor or review your transactions for legality and that the Bank may presume that all of your transactions are legal in all applicable jurisdictions. The Bank reserves the right however, to decline any transaction that it believes is an illegal transaction or a high-risk transaction in any applicable jurisdiction. The Bank is not responsible for the recovery or reimbursement to you of any funds transferred in connection with any authorized transaction that is determined to be illegal.

You agree that you will not use the Online Service in locations that are prohibited under United States laws and regulations including, without limitation, laws and regulations issued and administered by the United States Treasury Office of Foreign Assets Control.

You further agree not to use any Account(s) or any of the Services to engage in any internet or online gambling transaction, including, without limitation, those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq. The Bank reserves the right to decline any transaction that it believes to be an internet or online gambling transaction.



## REPRESENTATIONS AND WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT USE OF THE ONLINE SERVICE, AND ANY OF THE SERVICES IS AT YOUR SOLE RISK. THE ONLINE SERVICE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE BANK AND ITS THIRD PARTY SERVICE PROVIDERS, AND YOUR RIGHTS AND REMEDIES SET FORTH HEREIN, ARE EXCLUSIVE. THE BANK AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM, AND YOU HEREBY WAIVE AND RELEASE THE BANK, ITS THIRD PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY KIND, OBLIGATIONS AND LIABILITIES, RELATING TO THE ONLINE SERVICE OR ANY OF THE SERVICES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY, ACCURACY, SUITABILITY AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE OR COURSE OF PERFORMANCE.

THE BANK MAKES NO REPRESENTATION OR WARRANTY THAT THE ONLINE SERVICE OR ANY OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE BANK FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THE BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO COMPUTER VIRUS OR OTHERWISE. THE BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE ONLINE SERVICE.

ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF THE ONLINE SERVICE. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND

AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US THROUGH THE ONLINE SERVICE, AND TO ACT ON SUCH INSTRUCTIONS.

THE BANK MAY PERIODICALLY AMEND, ADD, DELETE, UPDATE OR ALTER THE SERVICES INCLUDING, WITHOUT LIMITATION, THESE TERMS AND CONDITIONS. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BANK ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE AND SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE SITE.

THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND TERMINATION OF YOUR PARTICIPATION IN THE ONLINE SERVICE.

#### INDEMNIFICATION

In consideration of the Services to be provided hereunder, you agree to indemnify and hold the Bank, its officers, directors, employees, parent, subsidiaries, affiliates, representatives, agents, and each of their respective successors and assigns harmless from and against all liability, claims, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and related litigation costs and expenses, incurred by the Bank in connection with the provision of the Services by the Bank, or in any action between the Bank and you or any action between the Bank and any third party, arising out of or concerning the use of the Online Service or any Services offered through the Online Service, by you or any other person using Access Information or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights, except if such liability or expense results solely out of the Bank's gross negligence or willful misconduct. Your indemnification obligation shall survive termination of this Agreement and termination of your participation in the Online Service.

#### INTERRUPTIONS IN SERVICE

The Bank may, at any time and from time to time, revise, update, modify or discontinue, in whole or in part, any of the Services. The Bank will endeavor to provide you with prior notice of such changes (by posting a notice of such changes within the Online Service) but we cannot guarantee that such notice will be provided.

#### SERVICE PROVIDERS

You acknowledge and agree that from time to time, and at any time, with or without notice to you, we may make the Online Service available through or using one or more third party service providers. You agree that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this Agreement and that such service providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

## COMPLIANCE WITH LAW

You shall comply with all laws, rules and regulations applicable to your use of the Services including, without limitation, Regulation CC, Federal Reserve Board Regulation J, the Uniform Commercial Code, the Unlawful Internet Gambling Enforcement Act, any rules established by an image exchange network through which items are processed pursuant to this Agreement and any data protection requirements imposed under applicable federal, state and local laws, rules and regulations. You shall be responsible for fulfilling any compliance requirement or obligation that the Bank and/or the Company may have with respect to any of the Services offered through the Online Service under all applicable U.S. federal and state laws, rules and regulations including, without limitation sanction laws administered by the Office of Foreign Assets Control and other requirements relating to anti-money laundering including, without limitation the federal Bank Secrecy Act, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such acts, as each may be amended from time to time.

## UPDATES

You shall provide written notice to the Bank of any changes to the information provided by you to the Bank including, without limitation, additional locations, any change in business, any new business, any change to the identity or principals and/or owners, any change to the form of business organization, type of goods and services provided and method of conducting sales. Such notice must be received by the Bank within five (5) business days of the change. You shall provide any additional information requested by the Bank within five (5) days of such request. The Bank retains the right to (i) review your files and business activities from time to time to confirm you are conducting business as stated by you when entering into this Agreement and (ii) re-price or terminate the Services based on changes to information previously provided by you to the Bank.

## TERMINATION

Either the Bank or you may terminate this Agreement upon thirty (30) days prior written notice. Additionally you acknowledge and agree that the Bank may immediately terminate or suspend access to the Online Service without notice to you if any of the following occurs: (a) you become insolvent, file or have filed against you, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) you experience a material adverse change in your business or financial condition; (c) the Bank has reason to believe that you have engaged in fraudulent or illegal activity; (d) you violate the terms of this Agreement or any other Agreement with the Bank; (e) you fail to provide financial information reasonably requested by the Bank; (f) the Bank determines, in its sole discretion, that it is impractical or illegal for the Bank to continue to provide the Services because of changes in laws, rules or regulations; (g) the Bank determines, in its sole discretion, that your use of the Online Service presents unacceptable financial risk to the Bank; (h) you fail to access the Online Service or the Site for a period of

three (3) consecutive months or longer; or (i) the Bank is required by governmental authority. Notwithstanding anything to the contrary contained herein, upon the closing of an Account, all Services linked to such Account shall be simultaneously terminated. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to such termination. All sections of this Agreement which are intended by their terms to survive termination of this Agreement, will survive any such termination.

#### BANK'S PROPERTY

All materials produced by the Bank, and all documentation, programs and magnetic tapes and files are, and shall remain the property of, the Bank, free of any claim by you, and same shall not be used by you for any purpose other than as set forth herein. Upon termination of your use of the Online Service by either you or us, the Bank may deactivate or delete any Access Information and all related information and/or bar you further access to the Online Service.

#### INTERNET DELIVERED SERVICES

You acknowledge that the Services involve use of the internet for the delivery of files and other information and for obtaining files and other information. You represent that you are aware of the processes implemented by the Bank with respect to the use of the internet in connection with the delivery of the Services and you agree that such processes are commercially reasonable and acceptable to you even if such processes do not consist of the most recently developed technologies for such activities. You further acknowledge that the Bank does not and cannot control the flow of data to or from the Bank's network and other portions of the internet and that the Bank is not responsible or liable for any delays, malfunctions or inconveniences resulting therefrom.

#### ASSIGNMENT

You may not assign, sell, transfer, pledge, encumber or hypothecate any of your rights hereunder. The Bank may assign its rights and liabilities hereunder without notice or liability to you.

#### AUDIT

Upon notice from the Bank, you shall provide the Bank's employees, regulatory examiners, and auditor's access, at reasonable times, to your facilities, data and records relating to the Online Service.

#### GOVERNING LAW/VENUE

This Agreement shall be governed and interpreted in accordance with applicable federal laws, rules and regulations, and by applicable state law to the extent not superseded by federal law. The applicable state law shall be the law of the state of the Bank's banking center where the

account is opened, or if the account is opened by mail, internet or other remote means, the applicable state law shall be Florida. Any action or proceeding arising out of or concerning this Agreement, the Online Service or the Services offered through the Online Service shall be brought exclusively in the state or federal courts sitting in the state in which the Bank's banking center where the Accounts are maintained is located. You hereby waive and agree not to assert in any action or proceeding that you are not personally subject to the jurisdiction of such courts or that the action or proceeding are brought in an inconvenient or improper forum.

#### JURY TRIAL WAIVER

EXCEPT WHERE PROHIBITED BY LAW, YOU HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL PROCEEDING RELATING TO THE ONLINE SERVICE, THE SERVICES OFFERED THROUGH THE ONLINE SERVICE, OR THIS AGREEMENT.

#### RISK OF LOSS

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you were in the process of completing or completed shortly before a system failure or interruption should be verified by you through means other than the Online Service to ensure the accuracy and completeness of such transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

#### MISCELLANEOUS

No failure of the Bank to enforce any right or remedy shall act as a waiver thereof. No waiver shall be valid unless in writing. In the event any part of this Agreement or these terms and conditions are deemed unenforceable or void, the remainder shall, at the option of the Bank, continue in full force and effect or be canceled immediately. Headings and captions contained in this Agreement are inserted for convenience purposes only and shall not be construed in the interpretation thereof.

#### INTELLECTUAL PROPERTY

All marks and logos related to the Online Service are either our trademarks or registered trademarks of our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate or use any of the above marks without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Online Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Online Service, the technology related to

thereto, the Site and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. You may not copy, reproduce, distribute or create derivative works, reverse engineer or reverse compile the technology for the Online Service or any other services or technology used in connection with the Online Service. Moreover, any suggestions, ideas, notes, drawings, concepts or other information you may send to us through the Online Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to us, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.