



## Digital Banking Terms of Use

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THESE TERMS GOVERN THE USE OF THIS WEBSITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING THE SITE. IF YOU DO NOT AGREE WITH THESE TERMS DO NOT ACCESS THE WEBSITE. BY ACCESSING THE WEBSITE OR ANY OF ITS PAGES YOU AGREE TO BE BOUND BY THESE TERMS OF USE (TOU).

This website has been established by City Credit Union (City CU) for the sole purpose of conveying information about City CU's products and services and to allow communication between City CU and its members. The content presented on this website is intended as informational material. It is important to note that the information provided on this site does not replace City CU's official agreements and disclosures governing its products and services. Should any information on the site contradict information in City CU's agreements and disclosures, the latter shall take precedence.

City CU may include links to other external websites on this page. However, City CU does not exercise control over any other website and assumes no responsibility for the content of any site apart from its own. Users bear full responsibility when following links to other sites from this page.

Ownership of the information and materials contained on this website resides with City CU or other relevant parties, as applicable. No material may be displayed, transmitted, distributed, framed, sold, stored for use, or otherwise reproduced except in accordance with the law.

City CU does not provide any form of warranty for the products and services advertised on this site. While City CU makes reasonable efforts to ensure the accuracy of displayed information, it expressly disclaims any representation and warranty, both express and implied, including but not limited to warranties of merchantability, fitness for a specific purpose, suitability and the ability to use the site without exposure to computer viruses. City CU disclaims responsibility for any loss, damage, expense or penalty resulting from site access or usage. This includes direct, indirect, consequential, and incidental damages, regardless of whether they arise in tort, contract or otherwise. This encompasses events such as omission of information, equipment failure, delay or inability to transmit or receive information, print delays, transmission of computer viruses or transmission of any other malicious or disabling code or procedure. This limitation applies even if City CU has been informed of the possibility of such loss or damage.

Updates to this agreement will be posted on this website, and users may be required to reconsent to the new agreement. All users accept to be subject to this and future versions of this agreement.

The terms of this agreement and the usage of this website are subject to the laws of the State of Texas.

### **Mobile Access:**

City CU offers mobile access for user authentication via SMS. Enrolling requires disclosing your banking relationship and providing a mobile phone number. The verification of the mobile phone number is accomplished by receiving an SMS message with a verification code, which must be entered on the website. This program is ongoing, and users may opt out at any time. If you have inquiries about the program, contact us at (214) 515-0100 or text "HELP" to 2073. To cease message receipt, text "STOP" to 2073. You will receive a confirmation text for opting out. Participation in Verification Alerts implies agreement with the presented terms and conditions.



## Pay Bills / Pay People / Send Money Terms of Service

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### GENERAL TERMS FOR EACH SERVICE

- 1. Introduction.** This Terms of Use document (hereinafter "Agreement") is a contract between you and City CU (hereinafter "we" or "us") in connection with each service described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
- 2. Service Providers.** The Service is offered through Service Providers we have engaged to deliver it on our behalf. Despite their involvement, we remain solely liable for any payments or transfers conducted using the Service. We retain the right under this Agreement to delegate our rights and obligations to Service Providers, who are considered third-party beneficiaries of this Agreement.
- 3. Amendments.** We may revise this Agreement, along with applicable fees and charges, by posting a modified version of the TOU on the Site. The revision takes effect when posted, unless otherwise stated. Continued use of the Service after notice of change constitutes agreement to revised terms.
- 4. Our Relationship with You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
- 5. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- 6. Notices to Us Regarding the Service.** Notices regarding the Site or Service must be sent to City CU at 7474 Ferguson Road, Dallas, TX 75228. For questions concerning the Service, call (855) 234-1253. Such calls, except as specified in Section 22 of the General Terms, do not constitute legal notices.
- 7. Notices to You.** You acknowledge that we may communicate with you through various means. This includes posting notices on the Site, sending in-product messages within the Service, emailing you at the provided email address, sending mail to the provided postal address or delivering text messages to the mobile phone number you've given us. For instance, users of the Service might receive specific notices, such as notifications about processed Payment Instructions, validation alerts or payment receipts, as text messages on their mobile phones. All notices delivered by these methods will be considered received by you no later than 24 hours after they are sent or posted, except for notices sent by postal mail, which will be deemed received within three business days after mailing. Should you wish to receive paper copies of legally-required disclosures or terminate your agreement to receive electronic communications, please refer to Section 6 of the General Terms above. We reserve the right to charge a reasonable fee, not exceeding \$20.00, for responding to each such request. Note that



withdrawing your consent to receive electronic communications may result in the termination of your use of the Service.

8. **Text Messages, Calls and/or Emails to You.** By providing us with your telephone number (including wireless/cellular/mobile telephone number) or email address, you grant consent to receive calls and emails from us and our Service Providers at that number, including those made using an Automatic Telephone Dialing System ("ATDS"). These communications serve our everyday business purposes, including identity verification. You acknowledge that these communications can include live calls, prerecorded or artificial voice message calls, text messages and calls made by an ATDS, originating from us, our affiliates and agents. For more information, refer to our Privacy Policy.
9. **Receipts and Transaction History.** Instead of receiving receipts by mail, you agree to access your transaction history by logging into the Service and reviewing your transactions there.
10. **Your Privacy.** Safeguarding your privacy is of utmost importance to us. Further details about our commitment to protecting your privacy, as well as the usage and disclosure of your information, can be found in our Privacy Policy.
11. **Privacy of Others.** If you acquire information about another individual through the Service, you pledge to maintain the confidentiality of that information and solely employ it in connection with the Service.
12. **Eligibility.** The Service is exclusively available to individual United States residents who possess the legal capacity to enter into binding contracts under applicable law. This offering excludes minors unless said minor utilizes an Eligible Transaction Account under their own name, with a parent or guardian as a co-signer or guarantor. By utilizing the Service, you confirm that you fulfill these criteria and consent to abide by this Agreement.
13. **Prohibited Payments.** We maintain the right, though not the obligation, to monitor, obstruct, cancel and/or reverse such payments:
  - a. Payments involving persons or entities situated in prohibited territories, including areas beyond the United States.
  - b. Payments that contravene any law, statute, ordinance, or regulation.
  - c. Payments infringing upon the Acceptable Use terms in Section 14 of the General Terms (provided below).
  - d. Payments connected to: (1) narcotics, steroids, controlled substances, or other products posing consumer safety risks, (2) drug paraphernalia, (3) goods or services encouraging, promoting, facilitating or instructing illegal activities, (4) goods or services promoting hate, violence, racial intolerance or the financial exploitation of a crime, (5) goods or services defaming, abusing, harassing or threatening others, (6) goods or services containing bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous content, (7) goods or services infringing upon or violating copyrights, trademarks, rights of publicity or privacy, or any other proprietary rights as defined by the laws of any jurisdiction.
  - e. Payments associated with gambling, gaming and/or any activity involving an entry fee and prize, encompassing but not restricted to casino games, sports betting, horse or dog racing, and other endeavors facilitating gambling.
  - f. Payments tied to transactions that (1) bolster pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are linked to purchases of real property, annuities or lottery contracts, layaway systems, offshore banking or transactions financing or refinancing debts funded by credit cards, (3) entail sale of items



before the seller assumes control or possession, (4) constitute money laundering or terrorist financing, (5) align with "money service business" activities: the sale of traveler's checks or money orders, currency dealing or exchange or check cashing, or (6) provide credit repair or debt settlement services.

- g. Tax payments and court-ordered payments.

Subject to applicable law, we and our Service Providers disclaim liability for any claims or damages arising from the scheduling of prohibited payments. We encourage you to notify us of any violations of the General Terms or the Agreement through the methods detailed in Section 6 of the General Terms above.

14. **Acceptable Use.** You acknowledge and agree that you are solely responsible for adhering to all applicable laws in all your activities related to your use of the Service, irrespective of the purpose of such use, as well as for all communications you transmit through the Service. We and our Service Providers possess the right, though not the obligation, to monitor and eliminate communications content that we, at our sole discretion, deem objectionable in any manner.

Furthermore, you are strictly prohibited from using the Service for communications or activities that:

- a. Violate any law, statute, ordinance or regulation.
- b. Promote hate, violence, racial intolerance or the financial exploitation of a crime.
- c. Defame, abuse, harass or threaten others.
- d. Include language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous.
- e. Infringe upon or violate any copyright, trademark, right of publicity, privacy or any other proprietary right under the laws of any jurisdiction.
- f. Impose an unreasonable or disproportionately large load on our infrastructure.
- g. Facilitate the transmission of viruses, trojan horses, worms or other computer programming routines that could potentially damage, interfere detrimentally with, surreptitiously intercept, or expropriate any system, data or information.
- h. Involve the use of any robot, spider, other automatic device or manual process to monitor or copy the Service or any part of the Site through which the Service is provided, without our prior written consent.
- i. Engage in the use of any device, software or routine to circumvent technology safeguarding the Site or Service, or disrupt or attempt to disrupt, the Site or the Service.
- j. Have the potential to cause us or our Service Providers to lose any services from our internet service providers, payment processors or other vendors.

We strongly encourage you to notify us using the methods outlined in Section 6 of the General Terms above regarding any instances of violations of the General Terms or the Agreement as a whole.

15. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider reserve the right to select the method by which to remit funds on your behalf through the Service, and if your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider or draft drawn against your account.

16. **Your Liability for Unauthorized Transfers.** Upon discovering an unauthorized Payment Instruction, you must promptly contact customer care for the Service as outlined in Section 6 of the General Terms



above. Timeliness is crucial in such situations. If your account is accessed without your consent and you notify us within two business days after discovering the loss or theft of your password or access method for the Service, your liability is limited to a maximum of \$50.00. However, failure to report within two business days could lead to liability of up to \$500.00 if we can establish that the unauthorized use could have been prevented had you informed us. In cases where your account statement includes unauthorized payments, immediate reporting is essential. Failure to do so within 60 days after the statement was sent may result in potential loss of transferred funds unless we can prove that timely reporting could have prevented the unauthorized transaction. If valid reasons such as extended travel or hospitalization prevent immediate reporting, an extension may be granted at our discretion.

17. **Taxes.** It is your responsibility to determine whether transactions you engage in are subject to applicable taxes. Additionally, it is your duty to collect, report and remit the required tax to the relevant tax authority. We are not liable for determining tax applicability to your transactions or for handling tax-related matters stemming from transactions.
  
18. **Failed or Returned Payment Instructions.** When using the Service, you request that we or our Service Provider attempt to make payments on your behalf from your Eligible Transaction Account. If a Payment Instruction cannot be completed for any reason related to your Eligible Transaction Account (such as insufficient funds or exceeding credit limits), the Payment Instruction may or may not go through. Under certain circumstances, our Service Provider might advance funds from their corporate account or through electronic debits. In such cases, they will make a second attempt to debit your Eligible Transaction Account to complete the Payment Instruction. If a return notice is received from us or our Service Provider, you agree to the following:
  - a. You will promptly reimburse our Service Provider upon demand if the Payment Instruction is delivered but your Eligible Transaction Account lacks sufficient funds or overdraft credits to complete the debit processing.
  - b. If the Payment Instruction cannot be debited due to insufficient funds or exceeding credit limits, you might be charged a late fee of 1.5% of unpaid amounts, plus collection costs by our Service Provider or their third-party contractor. These charges will be added to any NSF charges assessed by us, as detailed in our Fee Schedule or your account agreement. You authorize us and our Service Provider to deduct these amounts from your designated Eligible Transaction Account through ACH debit.
  - c. The Service Provider is authorized to report the return's details to any credit reporting agency.
  
19. **Address or Banking Changes.** You acknowledge that maintaining accurate contact information in your user profile is your responsibility. This includes but isn't limited to your name, physical address, phone numbers and email addresses. Depending on the Service, you may be able to update information through the user interface or by contacting customer care as outlined in Section 6 of the General Terms. We're not liable for payment processing errors or fees resulting from inaccurate Eligible Transaction Account details, Payment Instructions or contact information provided.
  
20. **Information Authorization.** Your enrollment in the relevant Service might not be completed if we are unable to verify your identity or other essential information. By enrolling in or using each Service, you consent to our right to request a credit rating review at our expense through an authorized bureau. In accordance with our Privacy Policy, you acknowledge our right to gather personal information about you, which includes, but is not limited to, financial details and transaction history related to your Eligible Transaction Account.



You acknowledge and agree that we reserve the right to utilize your personal information for our and our Service Providers' routine business activities. This encompasses maintaining your access to the Service, authenticating your login, sending you Service-related information, conducting fraud screenings, verifying your identity, setting transaction limits, managing collections, adhering to laws, regulations, court orders and government instructions, ensuring the safety of subscribers and the public, defending against claims, resolving disputes, addressing issues, enforcing this Agreement, safeguarding our rights and assets, as well as customizing, measuring and enhancing the Service's content and layout on the Site.

Furthermore, we and our Service Providers may employ your information for risk management purposes. We may also utilize, store and disclose information obtained in connection with this Agreement in compliance with the law. This includes effecting, administering or enforcing a transaction and safeguarding against or preventing actual or potential fraud, unauthorized transactions, claims or other liabilities. We and our Service Providers have the right to retain such data even after the termination or expiration of this Agreement for reasons of risk management, regulatory compliance or audits, as permitted by applicable law for regular business operations.

In connection with the Service, we and our Service Providers might use, store and disclose such information in statistical form. This is for purposes such as pattern recognition, modeling, enhancement and improvement, system analysis and evaluating the Service's performance.

The following provisions within this Section apply to specific Services:

- a. **Mobile Subscriber Information:** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details (if available). This is to support identity verification, fraud prevention and other uses relevant to transactions during the duration of your business relationship with us. This information may also be shared with other companies to aid your transactions with us and for identity verification and fraud prevention purposes.
- b. **Device Data:** We may share specific personal information and technical data identifying your devices with third-party service providers. These providers will compare and add device and fraud data associated with you to a database of similar information. This is done to provide fraud management and prevention services, including identifying and blocking access to the applicable service or website by devices linked to fraudulent or abusive activities. Such information also may be utilized by us and our third-party service providers to offer similar fraud management and prevention services for services or websites not provided by us. We shall not share any information identifying the user of the relevant device with these service providers.

**21. Service Termination, Cancellation, or Suspension.** To cancel the Service, contact us as specified in Section 6 of the General Terms above. Payments in processing before cancellation will be processed. We retain the right to terminate or suspend your access to the Service for any reason or no reason, without affecting your obligations under this Agreement.

**22. Errors, Questions and Complaints.**

- a. If you encounter errors or have questions regarding your transactions, it's advisable to contact us promptly, as outlined in Section 6 of the General Terms above.



- b. Should you believe there is an error in your periodic account statement or require additional information about a transaction listed in the statement, you must reach out to us within 60 days of receiving the relevant periodic statement. In such cases, please ensure to:
  - i. Provide us with your name
  - ii. Clearly describe the error or the transaction in question and explain why you believe it constitutes an error or why further information is needed.
  - iii. Indicate the dollar amount associated with the suspected error.
- c. If you communicate your concern verbally, we may require you to submit your complaint in writing within 10 business days following your verbal notification. With the exception stated below, we will strive to determine whether an error occurred within 10 business days of your error notification. After our investigation of the error is complete, we will inform you of the results within three business days and take prompt corrective action if an error is identified. However, if we require more time to ascertain the nature of your complaint or query, we retain the right to extend the investigation period to a maximum of 45 days. In the event we opt for this extension, we will provisionally credit your Eligible Transaction Account within 10 business days for the amount that you believe is in error. If we request you to submit your complaint or query in writing and we do not receive it within 10 business days, we may not provisionally credit your Eligible Transaction Account. Should we conclude that no error occurred, we will furnish you with a written explanation within three business days of concluding our investigation. You are entitled to request copies of documents used in our investigation. We reserve the right to revoke any provisional credit extended to you if we determine that an error did not transpire.

23. **Intellectual Property.** All marks and logos associated with the Service are either trademarks or registered trademarks of us or our licensors. Page headers, custom graphics, button icons, and scripts are our service marks, trademarks and/or trade dress, or those of our licensors. You are prohibited from copying, imitating or using any of the aforementioned without our prior written consent, which we reserve the right to withhold at our discretion. Moreover, you must not use them in a manner that discredits us or the Service, nor display them in any way that implies our sponsorship or endorsement. All rights, title and interest in the Service, the segment of the Site facilitating the Service, the technology related to the Site and Service and all technology and content created or derived from any of the aforementioned, are our exclusive property or that of our licensors. Suggestions, ideas, notes, drawings, concepts or other information sent to us through or concerning the Site or Service shall be deemed uncompensated contributions of intellectual property to us and our licensors. These shall be considered our and our licensors' exclusive intellectual property and not subject to any confidentiality obligation on our part. By submitting such materials to us, you automatically grant (or warrant that the owner of these materials has granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials. You also grant that these materials may be incorporated into any form, medium or technology now known or later developed. You warrant that all so-called "moral rights" in these materials have been waived and that you have the authority to make these warranties and transfers of rights.

24. **Links and Frames.** Links to external sites are provided for convenience and do not imply endorsement. We are not responsible for external site content or related materials. Third-party sites may send cookies or collect data, and you acknowledge potential privacy implications.



25. **Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to share or provide your password or credentials to unauthorized individuals. You also acknowledge your responsibility for all actions taken by anyone to whom you have granted such credentials. Should you suspect that your credentials have been lost, stolen or might be misused to access the Site or Service without your consent, it is imperative that you promptly inform us through the telephone number provided in Section 6 of the General Terms above. For further information on how the timeliness of your notice affects your liability for unauthorized transfers, please refer to Section 16 of the General Terms above.
  
26. **Remedies.** If we have reasonable grounds to believe that you have participated in any of the prohibited or unauthorized activities outlined in this Agreement, or if you have otherwise violated your obligations under this Agreement, we reserve the right to take appropriate actions. These actions may include terminating, suspending or limiting your access to the Site or the Service; notifying law enforcement, regulatory authorities, affected third parties and other relevant parties as we deem appropriate; withholding our services from you in the future; and/or pursuing legal action against you. We retain the sole discretion to terminate this Agreement, access to the Site, and/or use of the Service, with or without reason, at any time. The remedies outlined in this Section 26 of the General Terms are cumulative and supplementary to the other rights and remedies available to us under this Agreement, in accordance with the law, or through other means.
  
27. **Disputes.** In the event of a dispute regarding the Service, both you and we commit to resolving the dispute by referring to the terms outlined in this Agreement.
  
28. **Arbitration.** In the case of a claim (excluding claims for injunctive or other equitable relief) where the total amount of the sought award is less than \$10,000.00 USD, the party seeking relief can opt for resolving the dispute cost-effectively through binding non-appearance-based arbitration. Should a party choose arbitration, the process will be initiated via Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator agreed upon by both parties. The following rules shall govern the arbitration process:
  - a. The arbitration may be conducted via telephone, online and/or be primarily based on written submissions, as chosen by the initiating party.
  - b. The arbitration will not require any personal appearance by the parties, their representatives or witnesses, unless mutually agreed otherwise.
  - c. Discovery will not be allowed.
  - d. The matter shall be presented for decision within 90 days of initiating arbitration, unless otherwise mutually agreed, and the arbitrator must render a decision within 30 days of submission.
  - e. Any award in this arbitration will be final and binding on the parties and may be presented to a competent court for confirmation.

The parties recognize that remedies provided by federal, state and local laws remain accessible through arbitration. However, NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON WILL BE PERMITTED IN ARBITRATION.

29. **Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside,





without regard to its conflicts of laws provisions. To the extent the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. All other terms of this Agreement shall remain in full force and effect unless expressly stated otherwise. If our account agreement with you doesn't dictate otherwise, you agree that any claim or dispute you may have against us (except those arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

30. **Indemnification.** You agree to defend, indemnify and hold harmless us, our Affiliates, Service Providers and their Affiliates, as well as the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.
31. **Release.** By releasing us, our Affiliates, Service Providers and the employees and contractors of each of these, you're relieved from all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. If applicable, you waive California Civil Code §1542, which states a general release doesn't extend to claims the creditor doesn't know or suspect to exist at the time of executing the release, which, if not known, must have materially affected the settlement with the debtor.
32. **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
33. **Exclusions of Warranties.** The Site, Service and associated documentation are provided on an "AS IS" basis, without any warranty, whether expressed or implied. This includes but is not limited to the implied warranties of title, merchantability or fitness for a specific purpose and non-infringement. It is important to note we do not guarantee continuous, uninterrupted or secure access to any aspect of our Service. Additionally, the operation of our Site may encounter interference due to various factors beyond our control. Please be aware that certain states may not permit the disclaimer of specific implied warranties, hence the disclaimers mentioned above might not be applicable to you. This paragraph outlines your distinct legal rights, and it is worth noting that you may possess additional legal rights that differ from one state to another.
34. **Limitation of Liability.** The foregoing constitutes your exclusive remedies and the entire liability of us, our Affiliates, Service Providers and the employees and contractors of each of these for the Service and the portion of the Site through which the Service is offered. You acknowledge and agree that from time to time, the Service may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control. In no event shall we, our Affiliates, Service Providers or the employees or contractors of any of these be liable for any claim arising from or related to the Service caused by or arising out of any such delay, interruption, disruption or similar failure. Furthermore, we, our Affiliates, Service Providers or the employees or contractors of any of these shall not be liable for any indirect, special, incidental, consequential, punitive or exemplary



damages, including loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use or maintenance of the Service or the portion of the Site through which the Service is offered. These limitations apply to all causes of action, whether arising from breach of contract, tort (including negligence), or any other legal theory. Our aggregate liability, and the aggregate liability of our Affiliates, Service Providers and the employees and contractors of each of these, to you and any third party for any and all claims or obligations relating to this Agreement shall be limited to direct out-of-pocket damages up to a maximum of \$500. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

35. **Complete Agreement, Severability, Captions, and Survival.** You agree this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, verbal or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23 and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. **Definitions.**

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.



## Online Bill Pay Disclosure and Authorization.

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### BILL PAYMENT SERVICE ADDITIONAL TERMS

1. **Description of Service.** The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view and pay bills from the Site.
2. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date before the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the payment method, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.
3. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date if the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).
4. **Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. To process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;



- b. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number or account information for the Biller; and/or,
- d. Circumstances beyond the control of the Service (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account and for directing to the proper Biller any previously misdirected transactions and, if applicable, for any late payment related charges.

5. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited, therefore a stop payment request must be submitted.
6. **Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Service may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you wish to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may require you to present your request in writing within 14 days. The charge for each stop payment request will be the current charge for such service as set out in our applicable Fee Schedule.
7. **Exception Payments Requests.** While Exception Payments may be scheduled through the Service, they are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.
8. **Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
  - a. **Presentation of electronic bills.** You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the



automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

- b. Paper copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c. Sharing information with billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- d. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. It is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to 60 days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f. Authorization to obtain bill data. You authorize us to obtain bill data from the Billers you have requested to send you electronic bills and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- g. Notification. We will attempt to present all your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure this information is accurate. If you do not receive notification, it is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- h. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to 60 days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) of the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- i. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are responsible only for presenting the information we receive from the



Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):
  - a. Where it is necessary for completing transactions;
  - b. Where it is necessary for activating additional services;
  - c. To verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
  - d. To a consumer reporting agency for research purposes only;
  - e. To comply with a governmental agency or court orders; or,
  - f. If you give us your written permission.
  
10. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface or elsewhere within the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be charges for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.
  
11. **Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 13 of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.
  
12. **Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.
  
13. **Information Authorization.** In addition to Section 20 of the General Terms (Information Authorization), you agree the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (e.g., to resolve payment posting problems or for verification).

#### 14. Definitions.

- a. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.
- b. "Billing Account" is the checking account from which all Service fees will be automatically debited.
- c. "Due Date" is the date reflected on your Biller statement by which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- d. "Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account you hold with us and from which bill payments will be debited.
- e. "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options or an investment interest in any entity or property).
- f. "Payment Instruction" is as defined in Section 36 of the General Terms and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number and Scheduled Payment Date).
- g. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- h. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

### **Monitoring and Recording Communications**

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These Terms of Use ("TOU") govern your use of the CoBrowse and ScreenShare services ("Service") that allow us to view your screen remotely so we may provide real-time assistance or troubleshoot issues you may be experiencing using our digital services. We may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. This monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

#### **CoBrowse**

CoBrowse enables us to view your active digital session in a limited capacity to provide you with live on-screen assistance while interacting with our websites and digital services. We will be able to CoBrowse with you only within our websites and digital services and will not be able to view other applications on your device.

#### **ScreenShare**

ScreenShare enables us to view your active web session to provide you with live on-screen assistance while interacting with our digital platforms to respond to and/or address your banking needs. We will be able to see any open browser tabs, screens and applications running on your device.

#### **Ending the CoBrowse or ScreenShare Session**

You may end the CoBrowse or ScreenShare session at any time by clicking "Stop CoBrowsing," "End Session" or by closing your web browser / app. Once the CoBrowse or ScreenShare session has ended, our ability to view your active computer screen will cease.

#### **Limitation of Liability and Indemnification**

In no event will we or any service providers be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages,



including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages), whether caused by or resulting from (1) the use or the inability to use the service; (2) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction or unauthorized access to your information; (3) errors, inaccuracies, omissions or other defects in information or content provided by, contained within or obtained through the service or (4) any other failure, action or omission.

You agree to indemnify, defend and hold us and our service providers harmless from any and all third-party claims, actions, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees) arising from (1) a third-party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the service; (2) any fraud, manipulation or other breach of this Terms of Use by you; (3) any third-party claim, action or allegations brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (4) your violation of any law or rights of a third party; or (5) use of the service by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

## **ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS**

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### 1. Description of Services.

- a. We have partnered with the Zelle Network® ("Zelle") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle Payment Service," as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

The term "Zelle and Other Payment Terms" means these Zelle and Other Payment Services Additional Terms.

- b. In addition to the Zelle Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as "Other Payment Services" in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle, we ultimately may send those transactions via Zelle when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the





Other Payment Services. The term "Zelle and Other Payment Services" means the Zelle Payment Service and the Other Payment Services.

- c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week except for outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## 2. Payment Authorization and Payment Remittance.

- a. Section 12 of the General Terms do not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.



- b. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - a. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  - b. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  - c. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;



- d. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
- e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### 3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall always be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations (defined in Section 1(b) of these Zelle and Other Payment Terms) or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle. Via the Other Payment Services (defined in Section 1(b) of these Zelle and Other Payment Terms), you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in Zelle, then the Receiver will receive a message regarding your payment.



- c. Via the Other Payment Services (defined in Section 1(b) of these Zelle and Other Payment Terms), we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).
- d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either via a Zelle Standalone Location (defined in Section 1(b) of these Zelle and Other Payment Terms) or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. As to Recipients who have not yet enrolled with Zelle, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain)



all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
- b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments. You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending



a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

6. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services. Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.



7. Consent to Emails and Automated Text Messages. Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:
- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
  - b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
  - c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
  - d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
  - e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 855-234-1253. You expressly consent to receipt of a text message to confirm your "STOP" request.
  - f. Supported Carriers: AT&T, T-Mobile, Verizon and others.
  - g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.
8. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms



(Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

9. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
10. Returned Payments. In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.
11. Consent to Share Personal Information (Including Account Information). In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to Zelle, other Network Financial Institutions and other third parties for the purposes permitted in the Zelle Network<sup>®</sup> Participation Rules in accordance with its customary processes and procedures, and as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:
  - a. As necessary to resolve a problem related to a transfer or payment between you and another User;
  - b. To verify the existence of your bank account, or debit card, as applicable;
  - c. To comply with government agency or court orders;
  - d. To our affiliates, as permitted by law;
  - e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
  - f. To comply with inquiries in connection with fraud prevention or any investigation;
  - g. For our general business purposes, including without limitation data analysis and audits; or
  - h. As otherwise permitted by the terms of our Privacy Policy.
12. Wireless Operator Data. In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
13. Liability. Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY,





FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

14. Disclaimer of Warranties. Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
15. Limitation of Liability. Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

16. Indemnification. Section 30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.
17. Use of Our Online Banking Site and/or Mobile App. You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.



18. Definitions.

- a. "Network Financial Institutions" means financial institutions that have partnered with Zelle.
- b. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.
- c. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.
- d. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.
- e. "User" means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.
- f. "Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

**ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS**

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1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account-to-Account Transfers Additional Terms. The Account-to-Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:



- i. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - iii. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  - iv. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s) or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
  - vi. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.
3. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within 14 days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.



6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
7. Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.
8. Definitions
  - a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
  - b. "Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.
  - c. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
  - d. "Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.