

Zelle Network® Services Agreement Addendum to the PlainsCapital Bank Deposit Account Agreement and Services Disclosure

This *Zelle Network*® Services Agreement Addendum (“Agreement”) and the PlainsCapital Bank Deposit Account Agreement and Services Disclosure applicable to your deposit account (the “Deposit Agreement”) contain the terms and conditions that govern your use of the optional *Zelle*® Service (as defined herein) that we offer as part of the Bank’s Electronic Banking services. You understand and agree that your use of the *Zelle* Service described herein is subject to the specific terms and conditions of this Agreement, together with the Deposit Agreement and any separately provided specific terms and conditions governing your account as amended from time to time. In the case of inconsistency between the terms of this Agreement and those of the Deposit Agreement or any separately provided specific terms and conditions governing your account, the terms of this Agreement shall control with respect to your use of the *Zelle* Service. Your use of the *Zelle* Service also will be subject to any terms or instructions appearing on a screen when using the *Zelle* Service. As used in this Agreement, “we”, “our”, “us”, “PlainsCapital”, and “Bank” refer to PlainsCapital Bank, and the terms “you”, “your” and “yours” refer to each and every authorized signer, signatory or other person or entity who has an ownership interest in a customer account at PlainsCapital. Except as otherwise provided in this Agreement, terms defined in your Deposit Agreement have the same meaning in this Agreement.

Description of Services

We have partnered with the *Zelle Network* (“*Zelle*”) to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “*Zelle* Service”). We will refer to financial institutions that have partnered with *Zelle* as “Network Banks.”

Zelle provides no deposit account or other financial services. *Zelle* neither transfers money nor moves money. You understand that you may not establish a financial account with *Zelle* of any kind. All money transferred through the *Zelle* Service will be transmitted by a Network Bank.

THE *ZELLE* SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE *ZELLE* SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

Eligibility and User Profile

When you enroll to use, proceed to use, or otherwise access the *Zelle* Service, or when you permit others to whom you have delegated to act on your behalf to use or access the *Zelle* 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. You understand and agree that we may supplement, amend or change this Agreement at any time and in our sole discretion, including, without limitation, through existing or future agreements, terms and conditions, notices, new signature cards or account applications. We generally will send you advance written notice of an adverse change. However, we may supplement, amend or change this Agreement without prior notice to you unless otherwise required by applicable law. If we supplement, amend or change this Agreement, the newly updated (most current) version of the Agreement supersedes all prior

versions and, together with your Deposit Agreement, contains the terms and conditions governing your use of the *Zelle* Service as of the effective date of the newly updated version. If you continue to use the *Zelle* Service after we have made any such changes you will be deemed to have accepted and agreed to all such changes. Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, promptly cancel your profile and enrollment to use or access the *Zelle* Service, and immediately discontinue your use of the *Zelle* Service.

You represent that (a) you are at least eighteen (18) years of age, and (b) you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the *Zelle* Service to send to, or request or receive money from 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.

When you enroll to use the *Zelle* Service, you may establish one or more profiles. You may link each profile to only one bank account and/or debit card issued in conjunction with your U.S. domestic (not including U.S. territories) account. You may enroll more than one email address, U.S. mobile phone number or other alias with a profile, but you may not establish more than one profile with the same mobile phone number or email address.

You understand and agree that the *Zelle* Service is intended for personal, not business or commercial use, and that not all types of accounts are eligible to be used with the *Zelle* Service. You agree that you will not use the *Zelle* Service 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* Service 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* Service if we believe that you are using it for business or commercial purposes, or in a manner that exposes us to liability, reputational harm or brand damage, or for any unlawful purpose.

Consent to Share Personal Information (Including Account Information)

By accepting this Agreement, you consent to our disclosure of your personal information (including, but not limited to, your name, address, mobile or other telephone number, email address, and bank account information) to *Zelle*, other Network Banks or to other third parties in connection with or to facilitate your access to and/or use of the *Zelle* Service including, without limitation, for the following purposes:

- As necessary for other Network Banks to complete money transfers between you and other Users;
- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To verify the validity of your bank account;
- To verify the validity of your debit card;
- To comply with government agency or court orders;

- To our affiliates, to the fullest extent permitted by applicable law;
- To verify your identity for purposes of compliance with applicable law, including, without limitation, the USA Patriot Act;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general internal business purposes, including, without limitation, data analysis or audits; or
- As otherwise permitted by the terms of our Privacy and Information Security Notice.

Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy and Information Security Notice at [INSERT LINK TO PRIVACY POLICY] <https://www.plainscapital.com/privacy-disclosures/>, which Notice is incorporated into and made a part of this Agreement for all purposes by this reference. However, you understand and acknowledge that you irrevocably waive any and all portions of our Privacy and Information Security Notice which would prevent our providing your name, address, mobile or other telephone number, and email address in connection with your sending or receipt of any money by use of the *Zelle* Service.

Wireless Operator Data

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 *Zelle* Service. By using the *Zelle* Service, you authorize your wireless operator (AT&T, Sprint, 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 status 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 (www.zellepay.com/privacy-policy) for how it treats your data.

Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly and a permanent, text-message-enabled U.S. mobile phone number that you intend to use for an extended period of time. You may not enroll in the *Zelle* Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may authorize a debit of your account to send money to a User, either at your direction or at the request of that User; and receive money from a User, either at that User's direction or at your request, subject to the terms and conditions of this Agreement.

Consent to Emails and Automated Text Messages

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 in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users who are sending you money or requesting money from you, and from other Network Banks or their agents regarding the *Zelle* Service or related transfers between Network Banks and you. You agree that we or our agents, *Zelle* or its agents, and other Network Banks or their 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 that:

- 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 phone 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. You further understand and agree that each time you initiate a request to send or receive money through the *Zelle* Service, you are authorizing and instructing us to send an email or text message to the recipient and that we may, at our sole discretion, send a reminder email or text message to the recipient.
- 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. We may, at any time and in our sole discretion, decline to use or to continue to use any email address or mobile phone number provided to us by any person.
- f. To cancel text messaging from us, reply STOP to the text message, or send STOP to 20736. For help or information regarding text messaging, reply HELP to the text message, or send HELP to 20736 or contact our customer service at 866-762-8392. You expressly consent to receipt of a text message to confirm your "STOP" request.

Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the *Zelle* Service, you have no ability to stop the transfer. By using the *Zelle* Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

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 Banks, we 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, or text notification).

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.

You understand and acknowledge that we have no control over the actions of other Users or other Network Banks that could delay or prevent a transfer of money to you.

Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that your use of the *Zelle* Service shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank 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. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the *Zelle* Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money, the transfer will occur in minutes when the recipient's email address or U.S. mobile number is already enrolled with *Zelle* or a Network Bank; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, 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 in the *Zelle* mobile app or with a Network Bank, 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, text notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Liability for Sending and Receiving Money

To the fullest extent permitted under applicable law, neither we nor *Zelle* shall have any liability to you for any such 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. Our liability for failure to complete transfers that debit or credit a consumer account governed by Regulation E on time or in the correct amount according to your instructions is set forth below in the section titled Electronic Fund Transfer Provisions Applicable to Consumer Customers.

Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the *Zelle* Service.

THE *ZELLE* SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE *ZELLE* SERVICE 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).

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENTERING THE CORRECT MOBILE PHONE NUMBER OR EMAIL ADDRESS FOR THE PERSON THAT YOU ARE SENDING MONEY TO OR REQUESTING MONEY FROM, AND THAT YOU, NOT WE OR *ZELLE* OR OTHER NETWORK BANKS, ARE RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOUR ENTERING THE INCORRECT MOBILE NUMBER OR EMAIL ADDRESS.

YOU ALSO AGREE THAT YOU, NOT US, *ZELLE* OR OTHER NETWORK BANKS, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE *ZELLE* SERVICE.

Send Limits

The dollar amount of funds that you may send may vary depending on the type of account from which the funds are sent, the recipient and/or the transaction history for each recipient. For more information on our transfer limits, refer to your Deposit Agreement, "Transfer Types and Limitations", the terms of which are incorporated herein by reference. You also understand and acknowledge that the dollar amount of funds that you can send to a new recipient may be limited. Transfer limits, if any, applicable to the owner of an account at another Network Bank also may apply in accordance with the *Zelle* Service terms of such other Network Bank. Additionally, all transfer limits may be subject to temporary reduction to safeguard customer account security or the transfer system, as we deem appropriate in our sole discretion. We reserve the right to change from time to time the dollar amount of funds that you may send using the *Zelle* Service.

Requesting Money

You may request money from another User or Users. 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 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, in our sole discretion, or *Zelle* may decide, in its sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement you agree that you are not engaging in the business of debt collection by attempting to use the *Zelle* 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. To the fullest extent permitted under applicable law, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks 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 request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us, by *Zelle*, or by other Network Banks. Neither we, *Zelle*, or the other Network Banks 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 sender of a request for money. You understand and agree that we make no representations or warranties concerning the genuineness or accuracy of any request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

Electronic Fund Transfer Provisions Applicable to Consumer Customers

Pursuant to disclosures required by Regulation E, issued by the Federal Reserve Board of Governors to implement the Electronic Fund Transfer Act, the provisions of this Section apply only to electronic fund transfers (“EFTs”) that debit or credit a consumer account established primarily for personal, family or household purposes (“Consumer Account”). You understand and agree that we may rely on any applicable exceptions to the provisions stated in this Section that are set forth in or, by judicial, legislative or regulatory interpretation, are interpreted to apply to Regulation E.

Transaction Errors or Questions

In case of errors or questions about your electronic transfers including ACH, ATM, POS or signature based card transactions, notify us as soon as you can by telephone at 1-866-762-8392 (Customer Service) or write us at PlainsCapital Bank, Attn: Electronic Services, 5010 University Avenue, Lubbock, TX 79413, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than sixty (60) days after we have sent you or otherwise made available the FIRST statement on which the problem or error appeared. When you call or write us, we will need the following information:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will give you provisional credit within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we

may not provide provisional credit to your account. You agree to cooperate during the investigation and to complete all the necessary claim forms or similar affidavits.

If the alleged error involves a new account, a transfer resulting from a point-of-sale transaction, or a transaction initiated outside a state, territory, or possession of the United States (a foreign-initiated transaction), we may take up to ninety (90) days (instead of 45) to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days (instead of 10) to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation.

For the purpose of this section, an account is considered a new account for a period of thirty (30) days from the date of the first deposit to the account.

Your Liability in Case of Loss, Theft or Unauthorized Transfers

Tell us at once if you believe your card, card number or PIN, or other device or code utilized to access your account has been lost, stolen or you learned your card, card number or PIN was used by an unauthorized person, or if you believe that an EFT has been made without your permission using information from your check. Telephoning us is the best way to limit your potential losses. You could lose all the money in your account. To report a lost or stolen card, call 1-866-762-8392 (Customer Service) immediately so the card can be closed quickly, or write to us at the address provided below for "Contact in Event of Unauthorized Transfer."

If you tell us within two (2) business days after you learn of the loss or theft of your card, card number or PIN, you can lose no more than \$50 for an unauthorized EFT or a series of related unauthorized transfers should someone use your card, card number or PIN without your permission.

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

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

You should also note that when you give someone your card, card number or PIN, you are authorizing that person to use your card and you are responsible for all transactions that person performs with your card, card number or PIN. These transactions are authorized transactions. Transactions by a formerly authorized person are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Contact in Event of Unauthorized Transfer:

If you believe your card, card number or PIN has been lost or stolen, call us immediately at 1-866-762-8392 so the card can be closed quickly, or write to us at: PlainsCapital Bank, Attn: Electronic Services, 5010 University Avenue, Lubbock, TX 79413.

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

For transactions processed through the VISA network or Mastercard system (such as a signature-based transaction when using a personal VISA debit card or Mastercard debit card without use of your PIN), your liability limits differ from those set forth above, but you may still be liable in some circumstances. Under Mastercard's Zero Liability policy (as may be modified by Mastercard), you may not be held responsible for unauthorized purchases using your Mastercard card, provided the following conditions are met:

- you exercised reasonable care in safeguarding your card from risk of loss or theft;
- upon becoming aware, you promptly reported the loss or theft to us;
- you have not reported two or more incidents of unauthorized use to us in the immediately preceding twelve- (12-) month period;
- your account is in good standing; and
- you have complied with the terms of any corresponding cardholder agreement.

For such transactions processed through the VISA network or Mastercard system, to the extent permitted by law, we may reasonably determine that you failed to exercise reasonable care in safeguarding your card from risk of loss or theft if you do not report one or more unauthorized card transactions to us within sixty (60) days of the date when the statement reflecting the transaction(s) was sent or otherwise made available to you. Zero Liability does not apply to the following Mastercard payment cards: commercial cards, unregistered prepaid cards or gift cards, except for Mastercard commercial cards used for small businesses as identified by Mastercard.

Liability for Failure to Complete Transfers

If we do not complete a transfer on time or in the correct amount according to your instructions, we may be liable for your losses or damages up to the amount of the transfer. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient available funds in your account to make the transfer;
- If, through no fault of ours, you do not properly complete the transfer;
- If, through no fault of ours, the transfer would exceed any credit limit or optional overdraft protection transfers;
- If, through no fault of ours, the person that you are sending money to does not receive the email or text message containing a payment notification;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions we have taken;

- If your account is subject to some legal process, right of setoff or encumbrance restricting the transfer;
- If your account becomes dormant;
- If we have placed a “hold” on or have frozen your account in accordance with our rights under any other agreements between you and us, or in accordance with applicable law;
- If we have a reasonable basis to believe that unauthorized use of your login ID, password, or account has occurred or is occurring;

There may also be other exceptions stated in other agreements between you and us, or otherwise permitted by law. For example, we will not be liable for any special, incidental, exemplary, punitive or consequential damages.

Fees

We currently do not charge any service fee for your use of the *Zelle* Service. We reserve the right to charge a fee in the future for any *Zelle* Service, and we or *Zelle* may develop new uses or additional services for which a fee may apply. If we process a transfer in accordance with your instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft to the extent permitted and in accordance with the terms of your Deposit Agreement and any optional overdraft services for transfers in which you are enrolled. You understand and agree that we will not be liable for a failure to pay any transfer request that is not drawn against available funds credited to the designated account. You understand and agree that we have no responsibility for any fees that any other Network Bank or your mobile carrier may charge you in connection with your transactions.

Cancellation of the *Zelle* Service

You may cancel your use of the *Zelle* Service at any time by calling us at our call center number, 866-762-8392. Additionally, if you enroll in the *Zelle* Service at another financial institution you may have the option of transferring your associated email address or U.S. mobile phone number to such other financial institution. Cancelling your use of the *Zelle* Service will result in your no longer being able to access or use the *Zelle* Service, and you will not receive a refund of any applicable service fees, if any. By cancelling the *Zelle* Service, pending, repeating and future-dated transfers also will be terminated; however, any transfers in process cannot be cancelled by you and will be completed to or from your associated account. Cancellation of the *Zelle* Service will not cancel your other online services or your account relationships, if any, with us.

Right to Terminate Access

To the fullest extent permitted by applicable law, we may terminate or suspend this Agreement, or terminate or suspend your use of *Zelle* Service, in whole or in part, at any time for any reason at our sole discretion, without cause and without prior notice, and including, without limitation, if we determine in our sole discretion that you have used the *Zelle* Service in a manner which we deem to be illegal or damaging to our business image. Any obligations or liabilities you have incurred prior to the date of termination shall survive the termination of this Agreement or *Zelle* Service.

Disclaimer of Warranties

IN ADDITION TO DISCLAIMERS CONTAINED IN YOUR DEPOSIT AGREEMENT AND/OR ELSEWHERE IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, WE AND *ZELLE* MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE *ZELLE* SERVICE. WE AND *ZELLE* EXPRESSLY DISCLAIM 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* SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR *ZELLE* WARRANT THAT THE *ZELLE* SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE *ZELLE* SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

Limitation of Liability

IN ADDITION TO LIMITATIONS OF LIABILITY CONTAINED IN YOUR DEPOSIT AGREEMENT AND/OR ELSEWHERE IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR *ZELLE*, OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR OTHER NETWORK BANKS 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* SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE *ZELLE* SERVICE DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE *ZELLE* SERVICE DESCRIBED OR PROVIDED, EVEN IF *ZELLE* OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH OUR OR *ZELLE*'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE *ZELLE* SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US, *ZELLE*, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS 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).

Indemnification

In addition to indemnification provisions provided in your Deposit Agreement and/or elsewhere in this Agreement, you acknowledge and agree that you are personally responsible for your conduct while using the *Zelle* Service, and except as otherwise provided in this Agreement, and subject to applicable law, you agree to indemnify, defend and hold harmless us and *Zelle*, and their respective owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the *Zelle* Service, or any violation by you of the terms of this Agreement.

Governing Law; Choice of Law; Waiver of Jury Trial; Severability

THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. YOU KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY OF EACH AND EVERY ISSUE, CLAIM, COUNTERCLAIM, ACTION, CAUSE OR DISPUTE WITH US ARISING, IN WHOLE OR IN PART, FROM OR IN ANY WAY RELATING TO THE *ZELLE* SERVICE OR THIS AGREEMENT. SUBJECT ONLY TO THE RIGHT OF ARBITRATION SET FORTH IN THE ARBITRATION SECTIONS OF THIS AGREEMENT AND YOUR DEPOSIT AGREEMENT, ANY AND ALL SUCH DISPUTES MAY BE TRIED BEFORE A JUDGE ONLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF TEXAS, THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH AND EVERY INSTANCE AND ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE.

This Agreement, and all disputes that arise out of or from or are related to the *Zelle* Service, shall be governed by the laws of the State of Texas. Additionally, certain federal regulations and national and/or local clearing house rules may apply. You understand and agree that, subject only to the right of arbitration set forth in the Arbitration sections of this Agreement and your Deposit Agreement, the courts of the State of Texas shall have jurisdiction of any dispute in connection with this Agreement. You further agree that venue will be proper in the courts in the county and city of our office in Texas where you signed the Signature Card(s) for your account(s), or, if you signed your Signature Card(s) outside the State of Texas, in the courts in the county and city of our office in Texas to which your Signature Card(s) was or were sent or otherwise delivered. If a court, arbitrator, or other decisional authority determines or finds any part or provision of this Agreement illegal, invalid or unenforceable, you understand and agree that such determination or finding shall not render the remainder of the Agreement illegal, invalid or unenforceable, and that the remainder will be enforced and, if reasonably feasible, the offending provision shall be modified to make it valid and enforceable. If it is not reasonably feasible to so modify the offending provision, then such provision shall be stricken and the remainder of the Agreement shall in all other respects remain valid and enforceable.

Arbitration

PLEASE REVIEW THIS PROVISION CAREFULLY. EITHER YOU OR WE MAY, WITHOUT THE OTHER'S CONSENT, ELECT TO SEEK BINDING ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE *ZELLE* SERVICE OR THIS AGREEMENT (THE "CLAIM" OR

“CLAIMS”) EXCEPT AS OTHERWISE STATED HEREIN, BY WRITTEN REQUEST TO THE OTHER, PROVIDED THAT THE PARTY SEEKING ARBITRATION HAS NOT SUBSTANTIALLY INVOKED THE JUDICIAL PROCESS WITH RESPECT TO ANY SUCH CLAIM TO THE DETRIMENT OR PREJUDICE OF THE OTHER PARTY. IF SO ELECTED, ARBITRATION REPLACES THE RIGHT TO GO TO COURT. ALL SUCH CLAIMS ARE SUBJECT TO ARBITRATION REGARDLESS OF THE THEORY THEY ARE BASED ON OR THE REMEDY SOUGHT, WITH THE EXCEPTION OF INTERPLEADER AND OUR RIGHTS SET FORTH IN THE “DISPUTED AUTHORITY; CONFLICTING CLAIMS” AND “FREEZING YOUR ACCOUNT” SECTIONS OF YOUR DEPOSIT AGREEMENT, AND ANY CLAIM THAT IS WITHIN THE JURISDICTIONAL LIMITS OF AND IS FILED IN A SMALL CLAIMS COURT, AND PROCEEDS ON AN INDIVIDUAL BASIS. EXCEPT AS OTHERWISE MODIFIED HEREIN, THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) UNDER ITS CONSUMER ARBITRATION RULES, INCLUDING THE CONSUMER DUE PROCESS PROTOCOL, IF APPLICABLE, AND TITLE 9 OF THE UNITED STATES CODE. THIS AGREEMENT WILL CONTROL AND GOVERN ANY CONFLICTS BETWEEN THE AAA CONSUMER ARBITRATION RULES AND THIS AGREEMENT. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY RULE TO THE CONTRARY, THE ARBITRATION WILL BE CONDUCTED AND WILL PROCEED ONLY AS AN INDIVIDUAL ACTION; THE ARBITRATORS SHALL HAVE NO POWER OR AUTHORITY TO ARBITRATE ANY CLAIM ON A CLASS-WIDE OR REPRESENTATIVE BASIS, OR TO CONSOLIDATE CLAIMS OR OTHER ACTIONS OR CAUSES ASSERTED BY DIFFERENT CLAIMANTS OR COUNTER-CLAIMANTS, WHETHER PRIVATE OR PUBLIC, OR TO AWARD ANY RELIEF ON A CLASS-WIDE OR REPRESENTATIVE BASIS. THIS ARBITRATION PROVISION EXPRESSLY APPLIES TO AND COVERS ANY CLAIM OR OTHER CAUSE OR ACTION BROUGHT OR MADE AND ANY REMEDIES SOUGHT AS PART OF ANY CLASS ACTION PROCEEDING OR REPRESENTATIVE ACTION (WHETHER BY PRIVATE ATTORNEY GENERAL OR OTHERWISE). THEREFORE, ANY CLAIM BETWEEN YOU AND US THAT IS RAISED OR OTHERWISE INCLUDED IN ANY CLASS ACTION LAWSUIT OR REPRESENTATIVE ACTION IS AND WILL BE SUBJECT TO AN INDIVIDUAL ARBITRATION CLAIM PURSUANT TO THIS ARBITRATION PROVISION SHOULD EITHER YOU OR WE SO ELECT.

FOR CLAIMS OF \$100,000.00 OR MORE, THE ARBITRATION WILL BE CONDUCTED BEFORE A PANEL OF THREE (3) ARBITRATORS. THE ARBITRATION AND ARBITRATION HEARINGS WILL BE HELD IN AND TAKE PLACE IN THE TEXAS CITY CLOSEST TO YOUR PERMANENT RESIDENCE OR, IF YOUR PERMANENT RESIDENCE IS LOCATED OUTSIDE THE STATE OF TEXAS, IN DALLAS, TEXAS. WE AND YOU SHALL EACH APPOINT ONE (1) ARBITRATOR, AND THE THIRD ARBITRATOR WILL BE APPOINTED BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES ARE UNABLE TO REACH AGREEMENT ON THE APPOINTMENT OF THE THIRD ARBITRATOR WITHIN A REASONABLE PERIOD OF TIME, OUR AND YOUR APPOINTED ARBITRATORS SHALL JOINTLY SELECT THE THIRD ARBITRATOR FOR THE PANEL. THE ARBITRATOR(S) WILL APPLY APPLICABLE SUBSTANTIVE LAW, INCLUDING WITHOUT LIMITATION THE APPLICABLE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE STATUTE OF LIMITATIONS, INCLUDING WITHOUT LIMITATION ANY STATUTE OF

LIMITATIONS SET FORTH IN THIS AGREEMENT OR YOUR DEPOSIT AGREEMENT AND/OR CONTRACTUAL CONDITION PRECEDENT, AND WILL HONOR ALL CLAIMS OF PRIVILEGE RECOGNIZED UNDER TEXAS LAW. THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD OR GRANT CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES. THE ARBITRATOR'S OR ARBITRATION PANEL'S DECISION SHALL BE EXPRESSED IN A WRITTEN ARBITRATION AWARD SUPPORTED BY ANY FINDINGS MADE BY THE ARBITRATORS, WILL BE FINAL AND BINDING ON THE PARTIES, AND A JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION. YOU UNDERSTAND AND AGREE, HOWEVER, THAT THE ARBITRATORS' DECISION AND FINDINGS, AND ALL ARBITRATION SUBMISSIONS AND PROCEEDINGS SHALL REMAIN CONFIDENTIAL BETWEEN YOU AND PLAINSCAPITAL, EXCEPT TO THE EXTENT NECESSARY TO OBTAIN JUDICIAL REVIEW OR CONFIRMATION, FOR TAX OR ACCOUNTING PURPOSES, OR AS OTHERWISE REQUIRED BY LAW.

Miscellaneous

Subject to the terms of this Agreement, the *Zelle* Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

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