

# 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 enrolling in or 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; Amendments to Zelle Services Agreement

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, including, without limitation, applicable fees and service charges. 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. No such amendment or change will apply to any dispute with you arising, or arising out of events occurring, prior to such amendment or change, as to which we receive actual notice. If we supplement, amend or change this Agreement, the newly updated (most current) version of the Agreement, as posted on our website and/or sites within the Zelle Service, or as confirmed to you by sending you written notice of the amended or changed terms by electronic mail or US postal mail, 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 are a US resident (not including US territories), and (c) 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. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

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.

**Content Standards:** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle Service that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle's or our sole judgement, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle Service, or which may expose us, Zelle, or our respective affiliates or customers to harm or liability of any nature. Although neither we nor Zelle have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle Service. The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle tag." You will be limited to one Zelle tag per bank account, and each Zelle tag must have one U.S. mobile number or email address associated with it. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Zelle Service of your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Zelle Service. We respect the intellectual property of others and require that users of the Zelle Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the user of our products or services for users who publish Content on the Zelle Service that is subject to intellectual property rights claims.

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.

### **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 (first and last 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 <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 Service. By using the 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 and device details, if available, to our third party service provider 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.

### **Enrolling for the Service**

- a. 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, text-message-enabled U.S. 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 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 another User, either at that User’s initiation or at your request, subject to the terms and conditions of this Agreement.
- c. If at any time while you are enrolled, you do not send or receive money using the 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 Service until you enroll again.
- d. Once enrolled, a Z logo may appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo may be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

### **Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle tag, 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, U.S. mobile phone number, Zelle tag 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, mobile phone number, or Zelle tag 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, push notification, 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, push notification, 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 in your Deposit Agreement 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**

The Disclosures Under the Electronic Fund Transfer Act set forth in the Electronic Fund Transfer Agreement and Regulation E section of your Deposit Agreement apply equally to your use of the Zelle Service, which disclosures are incorporated into this Zelle Services Agreement by reference as is fully set forth herein. In this regard, we strongly recommend that you familiarize yourself with all such disclosures including, without limitation, the disclosures set forth in the Your Liability in Case of Loss, Theft or Unauthorized Transfer subsection, the Contact in Event of Unauthorized Transfer subsection, the In Case of an Error or Question about Your Electronic Transfers subsection, and the Our Liability for Failure to Complete Transactions subsection of the Electronic Fund Transfer Agreement and Regulation E section of your Deposit Agreement.

## **Your Liability in Case of Loss, Theft or Unauthorized Transfers**

These provisions are provided in your Deposit Agreement.

## **Liability for Failure to Complete Transfers**

These provisions are provided in your Deposit Agreement.

## **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 during call center hours 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, INVULNERABLE TO CYBER ATTACK, 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.

TO THE EXTENT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY UNDER APPLICABLE LAW, 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**

These provisions are provided in your Deposit Agreement.

### **Miscellaneous, Agreement to Arbitration, and Class Action Waiver**

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.

You further acknowledge and agree that, for any claims or disputes you assert against Zelle and Early Warning Services, LLC, Zelle and Early Warning Services, LLC are entitled to enforce against you the provisions of the Zelle Services Agreement or this Agreement regarding arbitration and waiver of class action rights or claims.