

# ZELLE<sup>®</sup> AND OTHER PAYMENT SERVICES AGREEMENT

(Addendum to Digital Banking Service Agreement)  
(Revised April 2019)

This Zelle and Other Payment Services Agreement (“**Agreement**”) governs the Zelle and Other Payment Services (defined below) that Zions Bancorporation, N.A. (“**we**” or “**us**”) provides to its consumer customers (“**you**”). Zions Bancorporation, N.A., Member FDIC, operates through divisions with trade names that include **Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado** and **Zions Bank** (each a “**Division**”). (Note: to use the service with accounts held at more than one Division, you will need to separately enroll in each such Division’s service.)

As more fully described in Part E of this Agreement, we have joined with the Zelle Network<sup>®</sup> (“**Zelle**”) to enable a convenient way to transfer money between you and other Users (defined in Part C) by using aliases such as email addresses and mobile phone numbers. Our Zelle and Other Payment Services (the “**Service**”) are offered through the Zelle section of your Division’s Website or Mobile Banking Software (collectively, the “**Site**”). The Zelle and Other Payment Services, including your payments and receipt of payments, are subject to applicable law and regulations, this Agreement, your Digital Banking Service Agreement, and your Deposit Account Agreement as they are amended from time to time. The Zelle and Other Payment Services are also subject to which functions are from time to time enabled in or removed from the Zelle section of your Division’s Site. Certain functions may appear in only the web or only the mobile interface of the Site. The Zelle and Other Payment Services may not enable every feature that our Service Providers make available, even if the feature is identified in this Agreement.

Zelle and Zelle-related marks are wholly owned by Early Warning Services, LLC, one of our Service Providers, and are used herein under license. Other capitalized terms are defined in the Definitions section of this Agreement. **We recommend that you download or print a copy of this Agreement for your records.**

## **PART A. ACCEPTING THIS AGREEMENT**

Before using our Zelle and Other Payment Services, you must read and accept this Agreement. You shall be deemed to automatically reaffirm your acceptance of this Agreement each time you use the Service. This Agreement is an addendum to your Digital Banking Service Agreement and your Deposit Account Agreement, all of which are incorporated herein. The current version of this Agreement, your Digital Banking Service Agreement and your Deposit Account Agreement can be reviewed online in the Agreement Center of your Division’s Website (listed in Part C below). **PART C OF THIS AGREEMENT INCLUDES DISPUTE RESOLUTION PROVISIONS, INCLUDING A WAIVER OF RIGHTS TO TRIAL BY JURY.**

## **PART B. CONSENT TO ELECTRONIC DISCLOSURES, COMMUNICATIONS AND RECORDS; SYSTEM REQUIREMENTS.**

**In your Digital Banking Service Agreement, you have already consented to using electronic records, and to receiving disclosures and other communications by electronic delivery (including electronic delivery of disclosures that are otherwise required by law to be provided in writing.) That consent in your Digital Banking Service Agreement extends to this Agreement, is hereby incorporated into this Agreement, and shall apply to all disclosures, communications and records generated by or pertaining to our Zelle and Other Payment Services. You can review your prior consent in your Digital Banking Service Agreement at the Agreement Center of your Division’s Website (listed in Part C below). You hereby reaffirm your prior consent to electronic delivery.**

Electronic disclosures within your consent can include, without limitation, transaction fees, prior notice to you of preauthorized debits that vary in amount; notices of pending or processed payment instructions; notices of receipt of payments or deposits; notices of adjustments made to transactions; notices regarding service availability or suspension; and notices about operational changes to our Zelle and Other Payment Services or Digital Banking Service, or legal changes to this Agreement or your Digital Banking Service Agreement.

The consent in your Digital Banking Service Agreement for electronic delivery discloses (a) the hardware, software and other system requirements you need for receiving, reading and saving disclosures, communications and records, and your duty to keep updating the operating systems, web browsers, mobile applications and PDF readers that you use for the Service; (b) different methods of electronic delivery we may use (including without limitation email, email attachments, email links, SMS text message, on-screen display, or in-product message or alert, posting to your Division's Website or Digital Banking Service message center, posting in our Mobile Banking Software, messages printed on electronic versions of paper account statements, and other commercially reasonable methods of electronic delivery supported by the disclosed system requirements); (c) how you can cancel your consent by contacting Customer Service, and our right to terminate the Service if you do so; (d) how you can request a paper copy of any electronic disclosure, communication or record by contacting Customer Service; (e) how you are responsible for contacting Customer Service to advise us of any change in your email, mobile device telephone number, or other electronic or postal addresses you use for Digital Banking or your enrolled accounts. **You can cancel your consent to electronic delivery, request a paper copy or update your contact information by calling or writing your Division's Customer Service (see Part C below).**

## **PART C. DIVISION CUSTOMER SERVICE, WEBSITE, AND DISPUTE RESOLUTION**

**Customer Service.** The telephone number and address for your Customer Service depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking:

<u>For Customers of:</u>	<u>Call:</u>	<u>Or write:</u>
Amegy Bank	(888) 500-2960	P.O. Box 30709 Salt Lake City, UT 84130
California Bank & Trust	(888) 217-1265	P.O. Box 30709 Salt Lake City, UT 84130
National Bank of Arizona	(800) 497-8168 option 4.	P.O. Box 30709 Salt Lake City, UT 84130
Nevada State Bank	(888) 835-0551	P.O. Box 30709 Salt Lake City, UT 84130
Vectra Bank Colorado	(800) 884-6725	P.O. Box 30709 Salt Lake City, UT 84130
Zions Bank	(800) 974-8800	P.O. Box 30709 Salt Lake City, UT 84130

**Website.** Your Division Website depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking service:

Customers of:

Amegy Bank  
California Bank & Trust  
National Bank of Arizona  
Nevada State Bank  
Vectra Bank Colorado  
Zions Bank

Division Website:

www.amegybank.com  
www.calbanktrust.com  
www.nbarizona.com  
www.nsbank.com  
www.vectrabank.com  
www.zionsbank.com

**Dispute Resolution; Jury Waiver.** Except as may be prohibited by applicable law, you and we both hereby waive any rights to have a jury hear or decide any dispute between us, and hereby agree that the dispute resolution provisions found in your Deposit Account Agreement (as amended from time to time) shall also govern the resolution of any disputes between us that arise under or in connection with this Agreement, the Zelle and Other Payment Services, or any *Zelle* transaction. The dispute resolution provisions of the Deposit Account Agreement are hereby incorporated into this Agreement.

## PART D. GENERAL TERMS OF SERVICE

### 1. Definitions

"**Access Credentials**" means one or more login ID, password, identification number, token, biometric identification (e.g., fingerprint or facial recognition) or other means of identification and authentication, or combination thereof, that we require for logging into or otherwise accessing your Digital Banking Service or its *Zelle* functionality.

"**ACH Network**" means the funds transfer system, governed by the National Automated Clearing House Association Rules, that provides funds transfer services to participating financial institutions.

"**Affiliates**" are companies related by common ownership or control.

"**Business Day**" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"**Deposit Account Agreement**" means Zions Bancorporation, N.A.'s standard agreement governing your deposit accounts (together with its associated rate and fees schedules and disclosures), as amended from time to time.

"**Digital Banking Service Agreement**" means the agreement you entered into with Zions Bancorporation, N.A. for web-based and/or mobile application based Digital Banking Service, as amended from time to time.

**"Eligible Transaction Account"** is a transaction account that you hold with us and (a) from which your payments will be debited, (b) from which any Service fees will be automatically debited, or (c) to which payments and credits to you will be credited. Not all transaction accounts with us are eligible for the Service. Our Eligible Transaction Accounts are limited to certain checking, savings, money market or other direct deposit accounts (including any required routing information) that we choose to permit you to enroll in the Service. Eligibility of any account type is subject to change in our sole discretion.

**"Mobile Banking Software"** means software that is permitted by Zions Bancorporation, N.A. for use with in the mobile channel of its Digital Banking Service, and which has been updated to support the Zelle Payment Service, and that you have downloaded to your mobile device and activated.

**"Network Financial Institutions"** means financial institutions that have joined with the *Zelle* Network.

**"Payment Instruction"** is the information provided for a payment to be made under the Zelle and Other Payments Services, which may be further defined and described below.

**"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

**"Receiver"** is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

**"Requestor"** is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

**"Sender"** is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

**"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

**"User"** means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.

**"Website"** means the website of your Division, as identified in Part C above.

**"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.

**2. Service Providers.** We are offering you the Service through one or more Service Providers (defined above) that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. You agree that we may change Service Providers without notice to you or consent by you.

**3. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by sending you notice in any manner (including electronic notice) permitted by your Digital Banking Service Agreement. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may,

from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements. We will provide any additional notice of such changes that may be required by applicable law.

**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 also 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 also 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.** Formal legal notices by you to us regarding your Service must be made by commercial delivery service or U.S. Mail delivered to Zions Bancorporation, N. A., Attn: Corporate Legal Department, One South Main Street, #1100, Salt Lake City, Utah 84133.

Other types of notices by you regarding your Service should be (1) posted to your Digital Banking's electronic messaging center; (2) telephoned to Customer Service; or (3) delivered by commercial service or U.S. Mail delivered to Customer Service. Contact information for Customer Service appears in Part C above. You authorize us to act on your oral notices, but we may require you to promptly confirm any oral notice via Digital Banking's messaging center or delivery to the Customer Service address before such oral notice is binding on us.

**7. Notices to You.** We may send you any required or voluntary written legal notice, or any other communication regarding the Service by any method of delivery (including electronic delivery) described in your Digital Banking Agreement. Without limiting the foregoing, you also agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile devices. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting Customer Service (see Part C above). We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**8. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Debits and credits to your deposit account(s) will still appear in your periodic deposit account statements.

**9. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Notice, our Online Privacy Statement, and our Mobile Banking App Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**10. Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

**11. Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors but may in our sole discretion be permitted if the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**12. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Section below entitled "Acceptable Use," violate your Digital Banking Service Agreement, or violate your Deposit Account Agreement; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us of any violations of this Agreement. (See the Section above entitled "Notice to Us Regarding the Service.")

**13. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are 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 any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or 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 any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of this Agreement. (See the Section above entitled "Notice to Us Regarding the Service.")

**14. 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 from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

**15. Unauthorized Transfers and Limits on Your Liability; Loss or Theft of Your Access Credentials.**

Contact Customer Service AT ONCE (at the phone number or address listed in Part C above) if you believe any of your Access Credentials (as defined above) may have been lost or stolen, or if you believe that any unauthorized Payment Instruction or electronic funds transfer may have been made. Contacting us by telephone is the best way to minimize your possible losses.

Consumers Only: You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Access Credentials, you can lose no more than \$50 if someone used your Access Credentials without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials 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 Access Credentials, the Service, debit card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

**16. Errors, Questions and Complaints.** In case of errors or questions about your electronic transfers: call or write Customer Service at the telephone number or address listed above as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or receipt.

Consumers Only: We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not

credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of owner already had an established account with us before the affected account was opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Timeframes described herein may be different if your error or question does not claim unauthorized activity. You may ask for copies of the documents that we used in our investigation by calling Customer Service at the number listed in Part C above. See also your Deposit Account Agreement.

**17. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**18. Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) (or the maximum legal rate, whichever is lower), of any unpaid amounts plus costs of collection by us, our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**19. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes should be made by contacting Customer Service (see Part C above). We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

**20. Information Authorization.** Your enrollment in the Zelle and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you



information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

- 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, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**21. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, contact Customer Service (see Part C above). Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**22. Intellectual Property.** All marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**23. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site. See also our Online Privacy Statement and our Mobile Banking App Privacy Policy posted on our Site.

**24. Access Credentials and Security.** If you are issued or create any Access Credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your Access Credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us AT ONCE by contacting Customer Service (see Part C above). See also the Section above entitled "Unauthorized Transfers and Limits on Your Liability; Loss or Theft of Your Access Credentials" regarding how the timeliness of your notice impacts a consumer's liability for unauthorized transfers. (*If you are not a consumer*, you are solely responsible for all instructions, transactions and communications conducted or made using your Access Credentials for verification in accordance with our security procedures, even if not authorized by you. For details, see your Digital Banking Service Agreement, a copy of which is posted in the Agreement Center of your Division's Website listed in Part C above.)

Without limiting the foregoing, you are responsible for the security of any computer or mobile device on which you have stored your password or Access Credentials (including biometric credentials). You should review the provisions in our Digital Banking Service Agreement regarding biometric Access Credentials. **By allowing any other person's biometric identification to become associated with a mobile device that you have registered for biometric access to our Digital Banking Service and/or our Zelle and Other Payment Services, you are sharing your mobile banking Access Credentials and assuming responsibility for any and all mobile banking transactions (including Zelle transactions) performed by that other person on that device. We strongly discourage enabling biometric identification for mobile banking on a mobile device that you share with another person, or that may be accessible to a person who knows or may learn the passcode to unlock your mobile device.**

**25. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**26. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the state that is specified in your Deposit Account Agreement for governing your Eligible Transaction Account (which is determined by which Division of Zions Bancorporation, N.A. holds your deposit accounts). Any action between us shall be subject to the jurisdiction and venue provisions of that Deposit Account Agreement which are hereby incorporated into this Agreement.

**27. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and 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 Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**28. 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.

**29. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement, your Digital Banking Services Agreement, and the applicable portions of your Deposit Account Agreement and fee schedule constitute 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, oral or written, and any other communications between us. In regard to the Service and the portion of the Site through which the Service is offered, this Agreement governs over any conflicting terms in your Digital Banking Service Agreement or your Deposit Account Agreement. 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. All terms which by their nature should survive shall survive the termination of this Agreement including but not limited to those Sections entitled "Service Providers," "Assignment," "Notices to You," "Privacy of Others," "Taxes," "Failed or Returned Payment Instructions," "Intellectual Property," and "Remedies" through the end of this Part D.) 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.

## **PART E. ZELLE® AND OTHER PAYMENT SERVICES SPECIFIC TERMS**

### **30. Description of Zelle and Other Payment Services.**

- a. We have joined with the *Zelle* Network® 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 Specific 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 (1) 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 may ultimately 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 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 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 the Zelle and Other Payment Services 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.

### **31. Payment Authorization and Payment Remittance.**

- a. 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 above entitled “Prohibited Payments,” 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 the 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.” 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. 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:
  - 1. If, through no fault of ours, your Eligible Transaction Account does not contain sufficient funds to complete your Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  - 2. 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;
  - 3. The payment is refused as described in the Section below entitled "Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services";
  - 4. 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,
  - 5. 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.

## **32. 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 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 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 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 the Section below entitled "Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services". 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 the Section above entitled "Description of Zelle and Other Payment Services"), 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 the Section above entitled "Description of Zelle and Other Payment Services"), 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 the Section above entitled "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 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 enrolled 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 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.

### 33. 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 the Section below entitled "Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services". 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.

**34. 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.

**35. 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 the Section entitled "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. To cancel or stop a scheduled Payment Instruction, you should ordinarily use the Site's tools. (You may instead call or write us at the number or address listed in the Section entitled "Customer Service," but the Site's online tool is ordinarily faster than calling or writing.) 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.

**36. 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 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 729935. For help or information regarding text messaging, send HELP to 729935 or contact our Customer Service at the number or address provided in Part C above. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, 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.

**37. 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

any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The Section above entitled "Failed or Returned Payment Instructions" applies if you do not pay our fees and charges for the Zelle and Other Payment Services, 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.

**38. 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.

**39. 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.

**40. Consent to Share Personal Information (Including Account Information).** In addition to the Section above entitled "Information Authorization", you consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Financial Institutions and other third parties 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.

**41. Wireless Operator Data.** In addition to the Section above entitled "Information Authorization", 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, 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 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.

**42. 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).

**43. Disclaimer of Warranties.** 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.

**44. Limitation of Liability.** 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).

**45. Indemnification.** 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.

**46. Use of Our Online Banking Site and/or Mobile App.** You agree to access the Site in compliance with our Digital Banking Service Agreement and other applicable terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

**47. Business Accounts.** Without limiting your agreement to enroll only consumer accounts in the Service, the following provisions of this Agreement shall not apply to any business accounts that may become enrolled in the Service: (1) any section that expressly states that it applies only to consumer accounts; (2) any reference or incorporation of our privacy notice, our online privacy statement or our mobile banking application privacy policy; (3) any provision that expressly limits or may impliedly limit our ability or authority to share or disclose customer data with third parties in connection with the Service or any feature thereof; and (4) any provision which is required by or based upon consumer protection laws that do not by the terms of those laws also extend to businesses or other non-consumers.