

Online Banking Terms and Conditions

Last Modified: June 2, 2023

These Online Banking Terms and Conditions (the “Agreement”) govern your consent to receive electronic communications in connection with any product or service provided by Webster Bank, N.A. (the “Bank,” “we,” “our,” “us” or “ours”), its Affiliates, and Service Providers and sets forth the terms and conditions that apply to the online banking services provided to you (“Customer,” “you” or “your”) by us.

The Online Banking Services (“OLBS”) consists of the following services (each, a “Service”): Online Banking, Electronic Statement Delivery (“E-Statements”), Mobile Banking, Mobile Deposit, Bill Pay, Zelle® and Other Payment Services, and External Account to Account Transfers. Online Banking is always included in OLBS, but other Services are included in OLBS only if you select them in your OLBS application or if you sign up for them through Online Banking. OLBS is offered through our online banking site or mobile applications (the “Site”).

This Agreement consists of (1) your ESIGN Consent, (2) general terms and conditions that apply to each Service set forth in Article III (the “General Terms”), (3) additional terms for certain Services, which apply only to the Service specified, and (4) a “Definitions” section set forth in Article IX herein that identifies defined terms not otherwise defined in this Agreement. This Agreement is used in conjunction with your deposit account agreement, which covers account terms and conditions. This Agreement hereby incorporates by reference the deposit account agreement and any additional terms and conditions referenced by the Bank.

If you are an individual accessing or using OLBS on behalf of, or for the benefit of, any corporation, partnership or other entity (an “organization”) with which you are associated (such individual an “Authorized User”), then you are agreeing to this Agreement on behalf of yourself and such organization, and you represent and warrant that you have the legal authority to bind such organization to this Agreement. References to “you” and “your” in this Agreement will refer to both the Authorized User using OLBS and to any such organization.

This Agreement contains an arbitration provision. Please read the Arbitration Agreement section carefully.

I) ESIGN CONSENT

The Bank, its Affiliates, and Service Providers may need to provide you with certain communications, notices, agreements, statements, or disclosures in writing regarding your relationship with the Bank or any product or service offered by or through the Bank (“Communications”). By agreeing to this Agreement, you confirm your ability and affirmatively consent to receive Communications electronically from the Bank, rather than in paper form, and agree to the use of electronic signatures in connection with any Communications with the Bank

("Consent"). If you choose not to agree to this Consent you may be restricted from using OLBS and other Bank products and services.

1. Electronic Delivery of Communications

Under this Consent, the Bank may provide all Communications electronically by email, by text message, or by making them accessible via Bank websites or applications. You are strongly encouraged to save or print the Communications we provide to you electronically for your future reference.

2. System Requirements

To access and retain the electronic Communications, you will need the following:

- a. A computer or device with internet or mobile connectivity.
- b. For desktop website-based Communications:
 - i. A recent web browser that includes 256-bit encryption (e.g., the most recent versions of Mozilla Firefox (see <http://www.mozilla.com> for latest version), Apple Safari (see <http://www.apple.com/safari> for latest version), or Google Chrome (see <http://www.google.com/chrome> for latest version).
 - ii. A web browser or program that is capable of accurately opening, displaying and saving PDF files.
- c. For application-based Communications:
 - i. A recent device operating system that supports downloading, text messaging, and applications from the Apple App Store or Google Play store.
 - ii. The most recent versions of Apple Safari or Google Chrome on iOS or Google Chrome for Android OS.
- d. Access to the email address used to create an account.
- e. A printer or the ability to download and save information to your computer or device.

The Bank reserves the right to change these hardware and software requirements.

3. Paper Delivery of Communications

You have the right to receive certain Communications in paper form upon request. To request a paper copy of any such Communication, please contact us as set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms. The Bank reserves the right to charge you a reasonable fee for any paper copies of a Communication. Requesting a paper copy of a Communication, in and of itself, will not be treated as withdrawal of consent to receive electronic Communications.

4. Withdrawal of Consent to Electronic Communications

You may withdraw your Consent at any time by contacting us as set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms. Any withdrawal of your Consent will be effective after a reasonable period of time for processing your request. If you withdraw your Consent, Bank may withdraw your ability to access OLBS or any other products or services. You agree to pay any amount owed to Bank even if you withdraw your Consent.

5. Updating Your Email Address

You agree to maintain a valid email address and promptly notify us of any changes to your email address. You can change your email address at any time through your online banking profile.

6. Acceptance

By accepting this Agreement, you agree and certify that you understand the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic Communications, and that you affirmatively consent to the electronic delivery of all Communications and to the use of electronic signatures in connection with all Communications, including this Agreement.

II) OVERVIEW OF AVAILABLE OLBS PRODUCTS AND SERVICES

OLBS allows you to access the following Services, some of which may require you to enroll.

1. Online Banking

Subject to the terms of this Agreement, the Online Banking Service can be used to (a) give an order to the Bank to make a transfer of funds from any of your deposit accounts to any other of your deposit accounts or any of your loan accounts as long as your OLBS application designates the account from which the transfer is to be made as an account from which transfers can be made, (b) request from the Bank available information concerning any of your deposit accounts and transactions involving any of your deposit accounts, (c) establish alerts ("Alerts") which are electronic messages that may be generated and sent to you, which may include balance notifications, fee and transaction information, check images, tax information, statements, change-in-term notices, and privacy and other notices, and/or (d) give an order to the Bank to stop payment on any check issued on one of your deposit accounts with the Bank.

2. E-Statements

Subject to the terms of this Agreement, by enrolling in the E-Statements Service you agree to receive your account statements electronically (such statements, "E-Statements"). You understand and agree that, by enrolling in the E-Statement Service, you will no longer receive statements by mail. However, you can request paper copies of statements by contacting us as

set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms. We may charge you a fee for paper copies, as stated in the current *Fee Schedule*. When a statement or other communication is available, you will receive an email to that effect at the email address we have on file at that time. You will have twelve (12) months from the time of the email within which to view, print or archive your statement. You will have thirty (30) days from the time of the email within which to view, print or archive other communications.

3. Mobile Banking

Subject to the terms of this Agreement, the Mobile Banking Service offers customers mobile access to their account information (e.g., for checking balances, last transactions, bill payment), as well as the option to set up Alerts for their accounts (e.g., low balance alerts). Enrollment requires that you (a) download a Webster mobile application (“Mobile Banking App”) from Apple or Android (Google market) stores for your mobile device (iPhone, iPad, Android phone or tablet), (b) identify relevant Bank accounts, and (c) provide a mobile phone number. You will be required to complete verification of the mobile phone number by entering into the mobile application the verification code that you receive via SMS. Additionally, you may select the type of Alerts and other preferences which will determine, together with your account data, the frequency of Alerts delivered to you. Alerts will be on-going. Message and data rates may apply. Message frequency will vary. Customers are allowed to opt out of Alerts at any time.

4. Mobile Deposit

Subject to the terms of this Agreement, the Mobile Deposit Service can be used to make certain deposits to an eligible account electronically by using your mobile device (iPhone, iPad, Android phone or tablets) to create an electronic image of a paper check or other paper source by scanning and transmitting it and related data to the Bank.

5. Bill Pay

Subject to the terms of this Agreement, the Bill Pay Service can be used to (a) give an order to the Bank to make a non-recurring payment from your payment account, (b) give an order to the Bank to make a series of recurring payments of the same amount from your payment account, (c) give an order to the Bank to edit, by changing or canceling, an order to make a future payment from your payment account that was previously given through Bill Pay, (d) give an order to the Bank canceling as to future payments an order to make a series of recurring payments of the same amount from your payment account that was previously given through Bill Pay and (e) request from the Bank available information concerning payments from your payment account made through Bill Pay. Because the payee from your payment account made through Bill Pay will not receive a payment stub with the payment and because the payee may process payments made without a payment stub at a different location than is normally the case or may take longer than is normally the case to process those payments, it may be advisable for you to verify with the payee the address to which the payment should be sent and the period of time required for the posting of the payment. There is a \$99,999.99 per transaction limit on Bill Pay payments from

your Webster account. We may adjust this limit in our sole discretion without prior notice to you, unless otherwise required by applicable law or regulation. We may also establish or adjust limits for total daily, weekly, or monthly payments. For security reasons, there may be additional limits on the amount, number, or type of transactions you can make using Bill Pay.

6. Zelle® and Other Payment Services

Subject to the terms of this Agreement, the Zelle® and Other Payment Services (as defined below) offered through the Site enables you: (a) to send money to another person from your Webster Bank account to an account at a U.S. financial institution; and/or (b) to receive money from another person into your Webster Bank account, in U.S. dollars.

7. External Account to Account Transfers

Subject to the terms of this Agreement, external account to account transfer services (“External Account to Account Transfer”) can be used to transfer funds to and from your deposit accounts at the Bank to designated external deposit accounts.

III) GENERAL TERMS AND CONDITIONS FOR ALL OLBS PRODUCTS AND SERVICES

1. Account Credentials

If you are issued or create any password or other credentials to access the OLBS or the portion of the Site through which any of the OLBS are offered, you agree not to give or make available your password or credentials (including biometric sign-in methods) 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 OLBS without your consent, you must inform us at once by contacting us as set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms.

YOUR SUBMISSION OF INFORMATION THROUGH ANY THIRD-PARTY VERIFICATION SERVICE IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD-PARTY VERIFICATION SERVICE (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDER OF SUCH VERIFICATION SERVICE).

IF YOU VOLUNTARILY PROVIDE ACCOUNT INFORMATION, INCLUDING USER CREDENTIALS, BIOMETRIC INFORMATION AND API KEYS, TO A THIRD PARTY, INCLUDING INFORMATION AGGREGATORS OR SCREEN SCRAPERS, YOU RECOGNIZE THAT YOU DO SO AT YOUR OWN RISK. You understand we cannot verify the identity of the person gaining access to your account(s), whether that person is you, another individual to whom you have given your account information, or another third party. If you share your account information with others, you agree that you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by any person or entity to whom they may

provide that personal and account information and that we will not be liable for the consequences. We may terminate your access to OLBS if we have reason to believe an unauthorized third party is gaining access to your accounts.

2. Authorized Users

If you are an organization, you acknowledge and agree that you are liable for all activity that any Authorized User performs on your behalf. You represent and warrant that you have entered into a separate agreement with each Authorized User with respect to the Authorized User's obligations to you, and you acknowledge that we have no obligation to know or enforce the terms of that agreement. You further represent and warrant that you have executed all necessary authorizations, corporate resolutions, or other permissions necessary to authorize the Authorized User to access information, initiate transactions, or engage in other activities on all accounts linked through OLBS. You also agree that you or any other person on your account, whether a joint owner or your Power of Attorney, will hold the Bank harmless for any erroneous or fraudulent activity performed by your Authorized Users, including on any account linked through OLBS. You understand that you may limit or revoke the Authorized User's access at any time by updating or removing the Authorized User's access rights. The Bank may terminate access of any Authorized User if the owners of any linked account have not provided Bank with a properly executed Acknowledgement and Release in a form satisfactory to the Bank in its sole discretion.

If you are an Authorized User, you acknowledge and agree that you will access and use OLBS only in accordance with the authority given to you by the owners of any account linked through OLBS. Each time you access information, initiate transactions, or engage in other activities through OLBS, you represent and warrant to the Bank that you are authorized to engage in such action. If Bank receives conflicting instructions or believes that any action or failure to act of yours presents a security risk, then the Bank may, in its sole discretion and without prior notice, terminate you as an Authorized User.

3. Equipment

You are responsible for obtaining, maintaining and paying for all computer, software, hardware and all telecommunications and other services and equipment needed to use OLBS. The installation, maintenance, operation and use of such services and equipment you use for OLBS are your responsibility.

4. Eligibility for Consumer Accounts

This Section applies only to consumer accounts. OLBS is offered to consumer accounts held by 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, unless the minor is using an account in the name of the minor with a parent or guardian as a co-signor or guarantor. By

using OLBS, you represent that you meet these requirements and that you agree to be bound by this Agreement.

5. Account Information

You can use OLBS to obtain account balance and transaction information. The information provided may not include recent transactions and may include funds that are not yet available for immediate withdrawal.

6. Payment Methods and Amounts

There are limits on the amount of money you can send or receive through the OLBS. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your transaction limits. We or our Service Providers also reserve the right to select the method in which to remit funds on your behalf through the OLBS, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. There are numerous variables that are used to determine the payment method for your Service transactions. 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.

7. Stop Payment

a. Checks Drawn on Your Checking Account

To place a stop payment order on a check or range of checks, you may send an electronic instruction through Online Banking. See your deposit account agreement for more information about stop payment orders.

b. Stop Payment on Electronic Fund Transfers

You may not stop payment on any electronic fund transfer. You may, however, cancel an order regarding a future payment as described in the agreements specific to such electronic fund transfer.

8. Check Imaging

Images of your cancelled or substitute checks will be available to you through OLBS for viewing and printing. Other than making these images available through OLBS, we will return images of your cancelled or substitute checks with your E-Statement ONLY upon request and subject to fees set forth in the current *Fee Schedule*. You agree that viewing these images through OLBS is deemed a reasonable manner of making checks or other items available to you for purposes of complying with the requirements of applicable law, including Section 4-406(a) of the Connecticut Uniform Commercial Code. Once you receive your statement, you must exercise reasonable care

and promptness to examine it and the images available through OLBS in order to discover any unauthorized signature or alteration and you must notify us promptly.

9. Service Fees and Additional Charges

Applicable fees will be disclosed in the user interface for OLBS or the current *Fee Schedule*. Any applicable fees will be charged regardless of whether the OLBS was used, except for fees that are specifically use-based. 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 any account you hold with us, for these amounts and any additional charges that may be incurred by you. Any fees associated with your deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

10. Transaction History and Receipts

You may view your transaction history by logging into OLBS and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through OLBS will also appear on your statements, to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting.

11. Prohibited Payments

The following types of payments are prohibited through OLBS, 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);
- b. Payments that violate any law, statute, ordinance or regulation;
- c. Payments that violate the terms in Section 24 (Code of Conduct) of the General Terms;
- d. Payments related to: (i) tobacco products, (ii) prescription drugs and devices; (iii) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (iv) drug paraphernalia; (v) ammunition, firearms, or firearm parts or related accessories; (vi) weapons or knives regulated under applicable law; (vii) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (viii) goods or services that are sexually oriented; (ix) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (x) goods or services that defame, abuse, harass or threaten others; (xi) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (xii) goods or services that advertise, sell to, or solicit others; or (xiii) 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;

- 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;
- f. Payments relating to transactions that (i) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (ii) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iii) are for the sale of items before the seller has control or possession of the item, (iv) constitute money-laundering or terrorist financing, (v) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (vi) 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 by the methods described in Section 17 (Notices, Questions, and Complaints) of the General Terms of any violations of this Agreement.

12. Failed or Returned Transfers

In using the OLBS, you may request us to make transfers for you from your account(s). If we are unable to complete the transfer for any reason associated with your account (for example, there are insufficient funds in your account to cover the transaction), the transfer may not be completed. In certain circumstances, our Service Providers 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. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the transfer amount if the transfer 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. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- c. You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in the current *Fee Schedule* from us or your deposit account agreement with us. You hereby authorize us to deduct these amounts from your designated account by ACH debit;

- d. You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and
- e. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

13. Data Collection

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of OLBS, may be used by us and our Service Providers to conduct certain analytical research, performance tracking and benchmarking. Our Service Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will be handled in accordance with our separately provided Privacy and Opt-Out Notice.

14. Privacy

Protecting your privacy is very important to us. Please review our privacy policy page (“Privacy Policies”) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the OLBS, you agree to keep the information confidential and only use it in connection with the OLBS.

15. Information Authorization

Your enrollment in a Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of a Service, 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 Policies, 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 Services, to authenticate you when you log in, to send you information about the Services, 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 Services 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 Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services. The following provisions in this Section apply only to certain Services:

- a. Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, 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.

16. Communications

If you provide us with a telephone number (including a wireless, cellular, or mobile phone number) or an email address, you hereby affirmatively consent to receiving calls from or on behalf of us at that number (INCLUDING LIVE OPERATOR CALLS, PRERECORDED OR ARTIFICIAL VOICE MESSAGE CALLS, AND/OR CALLS AND TEXTS MADE USING AUTOMATED TECHNOLOGY) and emails from or on behalf of us at that email address, in each case for non-marketing purposes, including to validate or process a transaction, to operate and improve OLBS and our products and services, and to provide you with information and reminders regarding OLBS and our products and services. The Bank will not assess any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply. You may opt-out of receiving text messages from us by replying to any of our text messages with the word STOP. You may opt-out of emails by following the unsubscribe instructions in the email. You acknowledge that opting out of text messages, calls, or emails may impact your ability to use certain features of OLBS.

17. Notices, Questions, and Complaints

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within a 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 OLBS setup or customer profile.

Except as otherwise stated in this Agreement, notice to us concerning the Site or the OLBS must be sent by postal mail to:

Webster Bank
PO Box 10305
SO 120
Waterbury, CT 06726

For questions, complaints, or additional information please call our Contact Centers as soon as possible:

Consumer Contact Center: 1-800-325-2424
Business Contact Center: 1-800-482-2220
Brio Contact Center: 1-877-369-2746

See your deposit account agreement for more information regarding error resolution.

Please note that email communications will not necessarily be secure; accordingly, you should not include account information or other sensitive information in any email correspondence with us.

18. 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, address, phone numbers and email addresses. Depending on the Service, changes can be made either within OLBS or by contacting the Contact Center. Any changes should be made in accordance with the procedures outlined within the OLBS' help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate account or contact information.

19. Amendments

This Agreement, applicable fees and service charges may be altered or amended by us from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the OLBS. Any such changes will not apply to any dispute between you and

us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your use of the OLBS following any changes to this Agreement will constitute your acceptance of such changes. The “Last Modified” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the OLBS (including access to the OLBS via any third-party links); charge, modify or waive any fees required to use the OLBS; or offer opportunities to some or all users.

20. Changes to Service, Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach

You may request us to change the processing instructions for any OLBS at any time. We are not obligated to implement any requested changes. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate.

In the event you wish to cancel an OLBS, you may contact our Contact Center during business hours as set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms.

Any transfer(s) or payments we have already processed before the requested cancellation date will be completed by us. All scheduled payments including recurring payments will not be processed once the applicable service is cancelled.

If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or any other agreement that you have with us or have otherwise breached your obligations under this Agreement or any other agreement that you have with us, we may terminate, suspend or limit your access to or use of the Site or the OLBS; 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 OLBS for any reason and at any time.

Neither termination nor suspension shall affect your liability or obligations under this Agreement. The remedies contained herein are cumulative and are in addition to the other rights and remedies available to us under the other agreements and disclosures referenced herein, by law or otherwise.

Upon any such termination or suspension, your right to use OLBS will immediately cease, and the Bank, its Affiliates, or Service Providers may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials.

21. 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 OLBS. We do not have control of, or liability for, any products or services that are paid for with OLBS. We also do not guarantee the identity of any user of the OLBS (including but not limited to recipients to whom you send payments).

22. Service Providers

We are offering you the OLBS through one or more Service Providers that we have engaged to render some or all of the OLBS to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the OLBS to you, we are the sole party liable to you for any payments or transfers conducted using the OLBS and we are solely responsible to you and any third party to the extent any liability attaches in connection with the OLBS. 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 intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

23. Taxes

It is your responsibility to determine what, if any, taxes apply to transfers 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 transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

24. Code of Conduct

In connection with OLBS, you must not, and must not enable or permit any Authorized User to:

- a. Post, transmit or otherwise make available through or in connection with OLBS any materials that are or may be: (i) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (ii) defamatory, libelous, fraudulent or otherwise tortious; (iii) obscene, indecent, pornographic or otherwise objectionable; or (iv) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner;
- b. Post, transmit or otherwise make available through or in connection with the OLBS anything that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus");
- c. Use the OLBS for any purpose that is fraudulent, negligent or otherwise tortious or unlawful;
- d. Harvest or collect information from the OLBS;
- e. Interfere with or disrupt the operation of OLBS or make any changes to the app or the servers or networks used to make OLBS available, including by hacking or defacing any

- portion of OLBS; or violate any requirement, procedure or policy of such servers or networks;
- f. Restrict or inhibit any other person from using OLBS;
 - g. Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) OLBS except as expressly authorized herein;
 - h. Reverse engineer, decompile or disassemble any portion of OLBS, except where such restriction is expressly prohibited by applicable law;
 - i. Remove any copyright, trademark or other proprietary rights notice from OLBS;
 - j. Frame or mirror any portion of OLBS, or otherwise incorporate any portion of OLBS into any product or service;
 - k. Systematically download and store OLBS content; or
 - l. Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather OLBS content, or reproduce or circumvent the navigational structure or presentation of OLBS.

25. Intellectual Property

All marks and logos related to the Bank and OLBS 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 OLBS or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the OLBS, the portion of the Site through which the OLBS is offered, the technology related to the Site and OLBS, 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. Nothing contained in this Agreement should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

OLBS and the Site are licensed (not sold) to end users. Subject to your compliance with this Agreement, and solely for so long as you are permitted by us to use OLBS, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to use OLBS on a mobile device that you own or control. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the OLBS and remove (that is, uninstall and delete) OLBS from your mobile device. Subject to your compliance with this Agreement, and solely for so long as you are permitted by the Bank to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access under this Agreement, on any single device.

Any suggestions, ideas, notes, drawings, concepts, feedback, or other information you may send to us through or regarding the Site or OLBS shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our 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 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. You represent and warrant that you have all rights necessary to grant the licenses granted in this Section.

26. Third Party Materials

Certain functionality may make available access to information, products, services and other materials made available by third parties (“Third Party Materials”) or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us and our licensors to access, route and transmit to you the applicable Third Party Materials.

Neither we nor our licensors control, endorse, or are responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein or the security of any information (including credit card or other personal information). Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by use or our licensors with respect to any Third Party Materials. We and our licensors have no obligation to monitor Third Party Materials and may block or disable access to any Third Party Materials (in whole or part) through OLBS or the Site at any time. In addition, the availability of any Third Party Materials through OLBS or the Site does not imply any endorsement, sponsorship or recommendation of, or affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS). YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY MATERIALS.

27. Entire Agreement

This Agreement supplements any agreements between you and us concerning any deposit account, loan account or transfer of funds, and the agreements for the specific services you have enrolled in, and except with respect to those agreements, this Agreement constitutes and represents the entire agreement between you and us regarding the OLBS we provide you and the portion of the Site through which OLBS is offered and supersedes and extinguishes all prior

agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between you and us relating to the subject matter hereof. This Agreement will be controlling in the event of any conflict between it and any other document or written or oral statement (including but not limited to by one of our Customer Contact representatives) with respect to the OLBS.

This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us, and nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us.

Notice of final agreement. This written agreement represents the final agreement between us and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

28. Severability

If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

29. No Waiver

We shall not be deemed to have waived any of our 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.

30. 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.

31. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

32. Survival

Sections 12, 14, 17, 20, 22, 23, 25, 27-33, 35-40 of the General Terms, Section 4 of the Mobile Deposit Terms, Sections 15-17, 21 of the Zelle® and Other Payment Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

33. Jurisdictional Issues

OLBS is controlled or operated (or both) from the United States and is not intended to subject you to any non-U.S. jurisdiction or law. OLBS may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of OLBS is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit to OLBS availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

34. Governing Law

This Agreement shall be governed by the laws of the United States (including federal arbitration law) and the State of Connecticut, without regard to its choice of law rules, and regardless of your location.

35. Disclaimer of Warranties

THE SITE, OLBS, THE MOBILE BANKING APP, THIRD PARTY MATERIALS AND RELATED DOCUMENTATION ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OLBS, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT TO US USING ANY TELEPHONE, ONLINE ACCESS OR OTHER SERVICE YOU USE TO CONNECT TO OLBS, (B) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF OLBS, OR (C) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF SUCH COMPUTER, RELATED EQUIPMENT OR SOFTWARE.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH THE BANK AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS (INCLUDING LENDERS) AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

You represent that: (a) you have the right to authorize and permit us to access your accounts to complete such fund transfers or for any other purpose authorized by this Agreement; (b) by disclosing to us and authorizing us to use account information and complete the transfer you are not violating any third party rights; and (c) information you provide to us is true, current, accurate, and complete.

36. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, OLBS, THE MOBILE BANKING APP, OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF OLBS, WHETHER CAUSED BY STRIKES, POWER OR SYSTEM FAILURES, EQUIPMENT MALFUNCTIONS, NATURAL DISASTERS, CYBER-ATTACKS OR OTHER REASONS.

IN NO EVENT SHALL WE OR OUR AFFILIATED ENTITIES, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE OLBS CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

WITHOUT LIMITING THE FOREGOING, WE OR OUR AFFILIATED ENTITIES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE OLBS, THE MOBILE BANKING APP, OR THE SITE OR FROM ANY PAYMENT OPTIONS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH.

EXCEPT AS OTHERWISE REQUIRED BY LAW, WE OR OUR AFFILIATED ENTITIES SHALL NOT BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO OLBS, THE MOBILE BANKING APP, OR THE PORTION OF THE SITE THROUGH WHICH OLBS IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

EXCEPT AS OTHERWISE REQUIRED BY LAW, WE OR OUR AFFILIATED ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST DATA, PROFITS OR OTHER INTANGIBLES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF OLBS, THE MOBILE BANKING APP, OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE OLBS IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

EXCEPT AS SET FORTH IN THIS AGREEMENT OR AS OTHERWISE REQUIRED BY LAW, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATED ENTITIES TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO OLBS, THE PORTION OF THE SITE THROUGH WHICH OLBS IS OFFERED, THE MOBILE BANKING APP, THIRD PARTY MATERIALS AND THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATED ENTITIES, FOR OLBS, THE PORTION OF THE SITE THROUGH WHICH OLBS IS OFFERED, THE MOBILE BANKING APP, AND THIRD PARTY MATERIALS.

37. Indemnification

You agree to defend, indemnify, and hold us and the Affiliated Entities harmless for any claims, liabilities, damages, loss or expense (including attorneys' fees and expenses of litigation) resulting from:

- a. Your breach or alleged breach of the Agreement;
- b. Your use of the Site, OLBS, the Mobile Banking App, or any Third Party Materials;
- c. Your use, failure or misuse of equipment or software provided by an external company;
- d. Any claim pertaining to any warranty or indemnity that we make with respect to an Item (as defined in Section 1 (Mobile Deposit) of the Mobile Deposit Terms) under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J, and all other laws, regulations and industry and clearing house rules applicable to Items; and
- e. Any violation by you of any laws and regulations applicable to the use of the Site, OLBS, the Mobile Banking App, or any Third Party Materials.

38. Release

If you have a dispute with one or more other users of the Site or the OLBS, 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 such disputes. In addition, you waive and release any and all provisions, rights and benefits conferred either (a) by § 1542 of the California Civil Code, which reads: "Section 1542. General release; extent. 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 known by him must have materially affected his settlement with the debtor;" or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

39. Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE ARBITRATION AGREEMENT OTHERWISE PROVIDES, YOU AND WE WAIVE OUR RIGHTS TO TRY A CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

a. Arbitration Agreement

You and we agree that at your or our request, any dispute arising out of, relating to, or connected in any way with: (i) OLBS and any aspect of your relationship between you and us that is governed by this Agreement; or (ii) the breach, enforcement, interpretation, application, or validity of this Agreement or this Arbitration Agreement will be decided by binding arbitration. Arbitration involves the review and resolution of the dispute by a neutral party. Claims subject to this Arbitration Agreement include claims that arose before you and we entered into this Agreement (such as claims relating to advertising) and after termination of this Agreement.

In lieu of arbitration, either you or we can bring an individual claim in small claims court consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim.

b. Jury Trial and Class Action Waiver

Except as this Arbitration Agreement otherwise provides, if either you or we choose arbitration, you and we acknowledge and agree that neither you nor we will have the right to litigate that dispute in court or to have a jury trial on that dispute. The parties further agree that any arbitration shall be conducted in their individual capacities and not as a class action or other representative action and the parties expressly waive their right to file, participate as a representative or member of any class, or seek relief on a class basis pertaining to any dispute either you or we elect to arbitrate. The arbitrator's decision generally will be final and binding.

You and we may not be plaintiffs or class members in any purported class, collective, or representative proceeding, and may each bring claims against the other only in your or its individual capacity. Unless mutually agreed to by you and us, arbitration claims may not be consolidated or joined with claims of other persons who may have similar claims other than joint account holders or beneficiaries on your account and/or related accounts. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

If there is a determination that any term in the immediately preceding paragraph is unenforceable for any reason as to any claim, then this Arbitration Agreement will be inapplicable to that claim, and that claim will proceed instead through litigation in court rather than by arbitration but only after the conclusion of the arbitration of any claim that is subject to arbitration.

c. Governing Law and Arbitration Rules

This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (FAA), will govern the interpretation and enforcement of this Arbitration Agreement. If the FAA is found not to apply to any issue that arises in the enforcement of this Arbitration Agreement, then this issue will be resolved under the law of the State of Connecticut.

The arbitration will be conducted under the then current and applicable Commercial Rules of the American Arbitration Association (AAA) for business accounts and the then current and applicable Consumer Rules of the AAA for consumer accounts. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator, and not any federal, state, or local court or agency will have exclusive authority to resolve any dispute about the interpretation, validity, applicability, or enforceability of this Arbitration Agreement. The applicable AAA rules will determine payment of fees by you and us.

d. Location and Procedure

If your claim is for \$10,000 or less, you may choose to have arbitration conducted solely on the basis of documents submitted to the arbitrator, via a telephone hearing, or by an in-person hearing in the federal judicial district where you reside, or as otherwise mutually agreed by the parties.

e. Arbitrator's Decision

The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent allowed by applicable law, the arbitrator may award arbitration costs and attorney's fees to the prevailing party.

f. Duration

This Arbitration Agreement shall survive termination of this Agreement.

40. Waiver of Trial by Jury

To the extent permitted by law, if any dispute or claim results in a lawsuit, and neither you nor we have elected or requested arbitration, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. The trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. YOU KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.

41. Apple-Specific Terms

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the OLBS compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for the OLBS. Apple is not providing any warranty for the OLBS except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for OLBS and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that OLBS fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to the Bank in accordance with this Agreement. The license you have been granted herein is limited to a non-transferable license to use OLBS on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service, except that OLBS may also be accessed and used by other accounts associated with you via Apple's Family Sharing or volume purchasing programs. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, the Bank's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

IV) MOBILE BANKING ADDITIONAL TERMS AND CONDITIONS

1. Mobile Banking

By enrolling in and using the Mobile Banking service, you agree to the following:

- a. There is no service fee for this service, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging and data charges imposed by your communications service provider.
- b. We may send Alerts or Mobile Banking messages through your communications service provider in order to deliver them to you, and you agree that your communications service provider is acting as your agent in this capacity.
- c. As a convenience, we may automatically enroll you in certain Alerts and push notifications (for Mobile Banking) to help you manage your account(s). You can find these Alerts in your Settings tab on your mobile device, under Notifications. If you prefer not to receive these Alerts, you can deselect them. The Bank may terminate or change your use of the Alerts at any time without notice. We may also change, modify, or cancel either the content or the delivery method of any automatic Alerts.

- d. Alerts and Mobile Banking services are provided for your convenience and do not replace your monthly account statements, which are the official record of your accounts. Receipt of any Alerts may be delayed or prevented by factors affecting your internet/phone provider or other circumstances. You acknowledge that the Bank is not liable for losses or damages arising from: (i) non-delivery, delayed delivery, or erroneous delivery of any Alert; (ii) inaccurate Alert content; and (iii) your use or reliance on the contents of any Alert for any purposes.
- e. We will use commercially reasonable efforts to secure the Mobile Banking service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe and despite our efforts the security of the Mobile Banking service could be compromised, or malicious code could be introduced by third parties.
- f. You agree that Alerts and information delivered through Mobile Banking may not be encrypted and may include personal or confidential information about you such as your account activity or status, and for phone Alerts, may be delivered to voicemail or answering machines if someone does not answer the number you provide.
- g. Receipt of each Alert or account information through Mobile Banking may be delayed or impacted by factors pertaining to your internet service providers, phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Alerts or account information sent through Mobile Banking. Carriers are not liable for delayed or undelivered messages.
- h. Mobile Banking is only available to customers who have a deposit or loan account with us.
- i. If you have questions, you can contact us at 1-877-369-2746 for Brio accounts, 1-800-325-2424 for all other consumer accounts, or 1-800-482-2220 for business accounts, or send a text message with the word "HELP" to this number: 39872. We can answer any questions you have about this service.
- j. To stop the messages from coming to your phone, you can opt out of the service via SMS. Just send a text that says "STOP" to this number: 39872. You will receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. Note: you will continue to receive select mandatory alerts that provide you with important account notifications, such as information about changes to your password, PIN, or login information.
- k. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.
- l. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

2. Biometric Login for Mobile Banking

Biometric login is an optional biometric sign-in method that may be available for certain mobile devices that have a built-in biometric scanner (including Apple Touch ID® / Face ID® and Fingerprint Sign-On users). Biometrics are stored on your device only and the Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device to access your personal and payment account information within Mobile Banking. The Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your biometric information, you can sign in using your standard login credentials (e.g., password or other credentials). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Mobile Banking. If you choose to enable biometric login, we may provide you through OLBS with additional terms and conditions regarding such use. Upon your acceptance, such terms and conditions shall be deemed incorporated into this Agreement.

3. Card Controls

If you use the card controls feature (“Card Controls”) within the Mobile Banking App you are subject to these terms:

- a. The Card Controls feature is only available for debit cards issued by Webster Bank that you register within the Mobile Banking App.
- b. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact us to discontinue the Card Controls.
- c. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Card Controls and Alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.
- d. Card Controls may enable access to the Bank and third parties’ services and web sites, including GPS locator websites. Use of such services may require internet access.

V) MOBILE DEPOSIT ADDITIONAL TERMS AND CONDITIONS

1. Mobile Deposit

By enrolling in and using the Mobile Deposit service, you agree to the following:

- a. The Mobile Deposit service allows you to make certain deposits to an eligible account electronically by using a capture device to create an electronic image of a paper check

- by scanning the Item (as defined below) and transmitting it and related data to the Bank. As part of the Mobile Deposit service, you must use software and hardware provided by or acceptable to the Bank. You are responsible for any expenses associated with these requirements and we will not be responsible for any third-party software you may need to use the service. You are solely responsible for information or data that is transmitted, supplied or key-entered by you or your agents.
- b. You agree to scan and deposit only checks as defined by Regulation CC. You further agree that the image of the check transmitted to us is an item as defined in Article 4 of the Connecticut Uniform Commercial Code (“Item”). You agree that you will not use the Mobile Deposit service to scan and deposit (i) any checks or other Items that are payable to any other person or entity other than you; (ii) checks or Items that contain alteration to any of the fields on the front of the check or Item, or which you should know or suspect are fraudulent or otherwise not authorized by the account owner on which the check or Item is drawn; (iii) checks or Items previously endorsed by a bank or other financial institution; (iv) checks or Items previously converted to a substitute check or that are remotely created checks as defined in Regulation CC; (v) checks or Items that have previously submitted through Mobile Deposit or through a remote deposit capture service offered by Bank or any other financial institution; (vi) checks or Items drawn on a financial institution located outside the United States; (vii) checks or Items that are not payable in United States dollars; (viii) checks or Items that are dated more than 6 months prior to the date of the deposit; (ix) checks or Items payable jointly, unless deposited into an account in the name of all payees; (x) checks or Items that have been dishonored or returned to you unpaid for any reason; (xi) remotely created checks; (xii) checks or Items drawn on another account owned by you; or (xiii) any checks or Items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your account.
 - c. You understand that the image of the Item sent to us must be legible. The image quality must comply with the requirements established by the Federal Reserve Board, any regulatory agency, and/or clearing house or association. You agree that you will endorse any Item transmitted to us as follows: “For mobile deposit only.” This endorsement must be written legibly below your signature unless otherwise instructed by us. We reserve the right to reject any Items transmitted through the service and we are not responsible for any Item we do not receive or that is dropped during transmission.
 - d. You agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction. You agree to securely retain the original Item for 60 days. Once 60 days has elapsed, you agree to prominently mark the Item with the word “VOID” and properly dispose of the Item. You agree not to represent or deposit the original Item and further agree to promptly provide us, upon request, any retained Item or a legible copy of the front and back of the Item to facilitate in clearing and collection, resolve claims by third parties or for our audit purposes.

- e. You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes (except for funds availability), including return Items processing.
- f. The maximum amount you may deposit via Mobile Deposit on any day and month will be provided to you in your enrollment email. You may request an increase, but we reserve the right to set your daily and monthly limits based on past account history.
- g. We may return or refuse to accept all or any part of a deposit to your account using the Mobile Deposit service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. You authorize us to debit the amount of any returned Item that you transmit to us from your accounts in the event that the Item is dishonored.

2. Item Processing

If the electronic files and/or images transmitted to us with respect to any Item do not comply with our or our processor's requirements for content and/or format, we may, in our sole discretion:

- a. Further transmit the Item and data in the form received from you;
- b. Repair or attempt to repair the Item or data and then further transmit it;
- c. Process the Item as photocopies in lieu of originals; or
- d. Return the data and Item to you unprocessed and charge back your account.

3. Warranties

You represent and warrant to us that:

- a. Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- b. The information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- c. The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d. No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item that has already paid;
- e. You will not redeposit through this Mobile Deposit service any Item previously deposited and returned to you unless we advise you otherwise;
- f. You will employ commercially reasonable security measures, antivirus software and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- g. You will only transmit Items that originated as paper Items;

- h. You will comply with all laws and regulations applicable to you in your use of the Mobile Deposit service and not use the Mobile Deposit service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority;
- i. You will only deposit Items payable to the account holder's name on the Bank accounts allowed to make deposit using the Mobile Deposit service; and
- j. You agree that you will promptly notify us of any errors relative to Items deposited through Mobile Deposit. We must hear from you no later than 60 days after the applicable account statement has been mailed, or electronically made available to you. After 60 days has transpired, we will deem all deposits as correct, and you will not be able to bring a claim against us for the alleged error.

4. Confidentiality

You acknowledge that the Mobile Deposit service constitutes trade secrets and represent significant economic and commercial value to us and/or our licensors and must be maintained as secret, confidential and proprietary. You agree that copyright legends borne by the Mobile Deposit service in no way reduce the trade secret, proprietary and/or confidential nature thereof. You will take all reasonable steps to safeguard the Mobile Deposit service to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Mobile Deposit service as you ordinarily use in protecting your own most valuable confidential and proprietary information. You will not remove or alter any copyright or other proprietary legends contained on the Mobile Deposit service.

5. Installation, Training and Maintenance.

You will be solely responsible for the installation, training and maintenance of the Mobile Deposit service. It is your (and expressly not our) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.

6. Patent Infringement.

In the event the Mobile Deposit service become, or in our opinion are reasonably likely to become, the subject of a claim of infringement, you will allow us, at our option and expense, to replace the applicable products with a non-infringing alternative, modify such products so that they become non-infringing or terminate the license.

7. Risk of Loss.

You will bear the entire risk of loss, destruction and damage to the Mobile Deposit service from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

8. Export Control; Compliance with Laws.

You will be responsible, at your expense, for complying with all laws and regulations applicable to use of the Mobile Deposit service, including, without limitation, laws and regulations pertaining to (a) exports or imports of software and related property; (b) use or remote use of software and related property; or (c) registration of this Agreement.

9. Miscellaneous

If you receive notice of any claim regarding the Mobile Deposit service, you shall promptly provide us with a written notice of it.

VI) BILL PAY ADDITIONAL TERMS AND CONDITIONS

By enrolling in and using the bill pay service “Bill Pay Service,” you agree to the following:

1. Payment Scheduling

A “Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. The “Scheduled Payment Date” is the day you have scheduled for your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Pay Service is offered when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date (as defined herein) reflected on your Biller statement unless the Due Date falls on a non-Business Day. The “Due Date” is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

2. Bill Pay Guarantee

Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Bank will bear responsibility for any late payment related charges

up to \$50.00 (the “Bill Pay Guarantee”) should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 1 (Payment Scheduling) of the Bill Pay Terms.

3. Payment Authorization and Remittance

A “Payment Instruction” is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date). By providing names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Site. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

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

We will attempt to make all your payments properly. However, we shall incur no liability and the Bill Pay Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- c. You have not provided the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or
- d. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

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

4. Payment Cancellation Requests

You may cancel or edit any payment that has been scheduled through the Bill Pay Service but has not begun processing (“Scheduled Payment”) (including recurring payments) by following the

directions within the portion of the Site through which the Bill Pay Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

5. Stop Payment Requests

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Bill Pay Service in the manner set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms. Although we will attempt to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the current *Fee Schedule*.

6. Exception Payments Requests

“Exception Payments” means payments to deposit accounts or brokerage accounts, and payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property). Exception Payments may be scheduled through the Bill Pay Service; however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall we be liable for any claims or damages resulting from your scheduling of Exception Payments. The Bill Pay Guarantee does not apply to Exception Payments.

7. Bill Delivery and Presentment

The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

- a. Presentation of Electronic Bills. You will receive electronic bills from a Biller only if both: (i) you have designated it in the Bill Pay Service as one of your Billers, and (ii) the Biller has arranged with our Service Provider to deliver electronic bills. We may then present you with electronic bills from that Biller if either: (A) you affirmatively elect within the Bill Pay Service to receive electronic bills from the Biller, or (B) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial

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

- b. Paper Copies of Electronic Bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statements is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on our records and the Biller's records to (i) activate your affirmative request for electronic bills, and/or (ii) confirm your eligibility for "trial basis" electronic bills.
- d. Information Held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f. Authorization to Obtain Bill Data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- g. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Bill Pay Service and check on the delivery of

new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

- h. Cancellation of Electronic Bill Notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- i. Non-Delivery of Electronic Bill(s). You agree to hold us harmless should the Biller fail to deliver your statements. You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j. Accuracy and Dispute of Electronic Bill. We are not responsible for the accuracy of your electronic bills. We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

8. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policies (as further described in Section 14 (Privacy) of the General Terms), in addition to the circumstances set forth in Section 15 (Information Authorization) of the General Terms:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or
- f. If you give us your written permission.

9. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Bill Pay Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Bill Pay Service or Site.

Any applicable fees will be charged regardless of whether the Bill Pay Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Pay Service will be charged against the checking account from which all Bill Pay Service fees will be automatically debited (“Billing Account”). There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Pay Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and internet service fees that may be assessed by your telephone and internet service provider. Section 12 (Failed or Returned Transfers) of the General Terms applies if you do not pay our fees and charges for the Bill Pay Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

10. Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, we will notify you promptly if we or our Service Provider decides to refuse to pay a Biller designated by you.

11. Returned Payments

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address is expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from us.

12. Information Authorization

In addition to Section 15 (Information Authorization) of the General Terms, you agree that we reserve the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

13. Bill Discovery

The following Bill Discovery terms and conditions in this Section only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section does not apply.

The bill discovery feature (“Bill Discovery”) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Bill Pay Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill

Discovery portion of the Site, you authorize the Bill Pay Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Bill Pay Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 7 (Bill Delivery and Presentment) of the Bill Pay Terms.

14. Payment Methods

In addition to the payment methods set forth in Section 6 (Payment Methods and Amounts) of the General Terms, certain Bill Pay Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

VII) ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS AND CONDITIONS

1. Description of Services

- a. We have partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (“Zelle® Payment Service,” as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution.
- b. In addition to the Zelle® Payment Service, we provide other payment services under the Zelle® and Other Payment Terms. 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 this Agreement. 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: (i) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (ii) 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 U.S. 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 are not obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services payments unless the applicable transaction is transmitted through the ACH Network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.

2. Payment Authorization and Payment Remittance

- a. Section 4 (Eligibility for Consumer Accounts) of the General Terms does not apply to the Zelle® Payment Service. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 11 (Prohibited Payments) of the General Terms, you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you

are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use Zelle® and Other Payment Services or share your credentials with a third party to use Zelle® and Other Payment Services on your behalf except in legally authorized situations such as legal guardianship, pursuant to a power of attorney, or for business accounts, authorized representatives.

- b. Permitted Uses for Business Accounts. This Section applies only to business accounts. The Zelle® and Other Payment Services that are used in connection with business accounts are intended for business purposes, not personal, family, or household use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments for personal, family, or household purposes from a business account. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services for your business account for personal, family, or household payments. We further reserve the right to suspend or terminate your use of the Zelle® and Other Payment Services if we believe that you are using the Zelle® and Other Payment Services, for your business account, for personal, family, or household purposes.
- c. Enrollment for Business Accounts. This Section applies only to business accounts. To be eligible to enroll for the Zelle® and Other Payment Services, you represent and warrant that: (i) the Eligible Transaction Account is a business account and is for a company/business organized under the laws of a U.S. State or the United States of America and which maintains an address in the U.S. (not including U.S. territories); (ii) you can form legally binding contracts under applicable law and the Zelle® Small Business Service User is not a minor; (iii) you maintain one active Eligible Transaction Account with us that is in good standing; and (iv) you and each Zelle® Small Business Service User has the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle® and Other Payment Services, you represent and warrant that you and as applicable each Zelle® Small Business Service User meets these requirements and that you and each Zelle® Small Business Service User agrees to be bound by this Agreement. Each Zelle® Small Business Service User must provide us with an email address that it regularly uses and intends to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that it intends to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle® and Other Payment Services with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (A) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (B) receive money from another User either at that User’s initiation or at your request, subject to the conditions in Section 5 (Requesting Payments) of the Zelle® and Other Payment Terms. If at any time while you are enrolled, you do not send or

receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will 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®.

- d. Permitted Uses for Consumer Accounts. This Section applies only to consumer accounts. 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® and Other Payment Services if we believe that you are using the Zelle® and Other Payment Services for business or commercial purposes, or for any unlawful purpose.
- e. Enrollment for Consumer Accounts. This Section applies only to consumer accounts. 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 Zelle® and Other Payment Services 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 in Section 5 (Requesting Payments) of the Zelle® and Other Payment Terms. If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will 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®.
- f. 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 and/or 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.

- g. 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.
- h. 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.
- i. 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:
 - i. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - ii. 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;
 - iii. The payment is refused as described in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) of the Zelle[®] and Other Payment Terms;
 - iv. 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; or

- v. 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.
- j. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle[®] and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle[®] and Other Payment Services by you shall 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 not enrolling 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 in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) of the Zelle[®] and Other Payment Terms below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle[®]. Via the Other Payment Services, 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, 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.
- 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 enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver’s Eligible Transaction Account any earlier than the next

Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

- f. As to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. Other Payment Services payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) of the Zelle® and Other Payment Terms. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® Payment Request, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle® Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service or at a Zelle® Standalone Location. If you are receiving a payment from a

business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® Payment Requests from others through the Zelle® Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the Sender, because there were not sufficient funds in the Sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments

You may request money from another User through a Zelle® Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a Zelle® Payment Request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are

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

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

Zelle® Small Business Service Users may not send Zelle® Payment Requests to Users enrolled with Zelle® through Zelle® Standalone Locations.

6. Payment Cancellation, Stop Payment Requests and Refused Payments

This Section only applies to the Other Payment Services and those Zelle® Payment Service transactions that can be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) of the Zelle® and Other Payment Terms. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting the Contact Center. 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 the current *Fee Schedule*. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will,

to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Consent to Calls, Text Messages, and Emails

Section 16 (Communications) of the General Terms does not apply to the Zelle® Payment Service. By participating as a User, you represent that you are the owner of the email address, 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, 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, text messages and calls 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, for everyday business purposes (including identity verification). 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, as message and data rates may apply.
- 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 for the Zelle® and Other Payment Services, send STOP to 39872. For help or information regarding text messaging for the Zelle® and Other Payment Services, send HELP to 39872 or contact Client Services Support at 855-762-7500. 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.

8. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. 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. Section 12 (Failed or Returned Transfers) of the General Terms 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 funds in the Eligible Transaction Account.

9. Refused Payments

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10. Returned Payments

In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

11. Receipts and Transaction History

We may provide different line item descriptions in your statements dependent upon whether you are enrolled through us utilizing our Zelle[®] and Other Payment Services through our Site or are enrolled for the Zelle[®] Payment Service through the Zelle[®] stand-alone application.

12. Consent to Share Personal Information (Including Account Information)

In addition to Section 15 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) 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 applicable terms of our Privacy Policies.

13. Wireless Operator Data

In addition to Section 15 (Information Authorization) of the General Terms, you acknowledge that we or Zelle[®] may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle[®] and Other Payment Services. 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 or disclose 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 us or our Service Providers 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 Policies in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

14. 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, (a) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (b) 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.

15. Disclaimer of Warranties

Section 35 (Disclaimer of Warranties) of the General Terms does not apply to the Zelle® Payment Service. THE SITE AND SERVICES AND RELATED DOCUMENTATION ARE PROVIDED ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT TO US USING ANY TELEPHONE, ONLINE ACCESS OR OTHER SERVICE YOU USE TO CONNECT TO THE SERVICES, (B) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF THE SERVICES, OR (C) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF SUCH COMPUTER, RELATED EQUIPMENT OR SOFTWARE.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH ZELLE®, THE BANK AND THEIR AFFILIATES, AND ITS AND THEIR RESPECTIVE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

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 DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® AND OTHER PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

You represent that: (i) you have the right to authorize and permit us to access your accounts to complete such fund transfers or for any other purpose authorized by this Agreement; (ii) by disclosing to us and authorizing us to use account information and complete the transfer you are not violating any third party rights; and (iii) information you provide to us is true, current, accurate, and complete.

16. Limitation of Liability

Section 36 (Limitation of Liability) of the General Terms does not apply to the Zelle® Payment Service. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATED ENTITIES, FOR THE ZELLE® AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE® AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE® AND OTHER PAYMENT SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ZELLE® AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER OR SYSTEM FAILURES, EQUIPMENT MALFUNCTIONS, NATURAL DISASTER, CYBER-ATTACKS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATED ENTITIES BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE® AND OTHER PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATED ENTITIES 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 (A) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® AND OTHER PAYMENT SERVICES; (B) ANY CLAIM ATTRIBUTABLE TO YOUR USE OR INABILITY TO USE THE ZELLE® AND OTHER PAYMENT SERVICES DESCRIBED OR PROVIDED; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE ZELLE® AND OTHER PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR AFFILIATED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® AND OTHER PAYMENT SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING ZELLE® AND OTHER PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF OURS, OUR AFFILIATED ENTITIES 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 FIVE HUNDRED DOLLARS (\$500.00). THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATED ENTITIES, FOR ZELLE® AND OTHER PAYMENT SERVICES OFFERED.

17. Indemnification

Section 37 (Indemnification) of the General Terms does not apply to the Zelle® Payment Service. You agree to defend, indemnify and hold harmless us and our Affiliated Entities, from any claim, liability, loss, damage, claim or demand (including attorney's fees and expenses of litigation) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or Zelle® or applicable Other Payment Services.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

18. Your Liability for Unauthorized Transfers – Consumer Accounts

This Section applies only to consumer accounts. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Client Services Support the manner set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can establish that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.

THE ZELLE® AND OTHER PAYMENT SERVICES ARE INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® AND THE OTHER

PAYMENT SERVICES 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 ZELLE® PAYMENT 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).

19. Your Liability for Unauthorized Transfers – Business Accounts

This Section applies only to business accounts. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Client Services Support the manner set forth in Section 17 (Notices, Questions, and Complaints) of the General Terms. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within thirty (30) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within thirty (30) days after the statement was sent to you, you may lose any amount transferred without your authorization after the thirty (30) days.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

THE ZELLE® AND OTHER PAYMENT SERVICES ARE INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND BUSINESSES WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® OR THE OTHER PAYMENT SERVICES TO SEND MONEY TO PERSONS AND BUSINESSES WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE® PAYMENT 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).

20. Content Standards; Zelle® Tags

- a. Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (i) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (ii) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (iii) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (iv) contains corrupted data or any other harmful, disruptive, or destructive files; (v) advertises products or services competitive with Zelle®, as determined by Zelle® in its

- sole discretion; or (vi) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective Affiliates or customers to harm or liability of any nature.
- b. 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 conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, 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® Payment Service.
 - c. The Zelle® Payment Service may include functionality for you to add a unique alphanumeric 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 phone 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® Payment Service as to 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® Payment 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® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment 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 use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

21. Arbitration

You 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 Section 39 (Arbitration Agreement) of the General Terms against you.

VIII) EXTERNAL ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS AND CONDITIONS

1. Description of Service, Authorization and Processing

- a. The External Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the “Service”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. “Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (i) a one-time Transfer Instruction for which processing shall be initiated immediately, (ii) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (iii) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (ii) and (iii) above are not available for Instant Transfers (defined below). Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (A) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described in Section 5 (Service Fees and Additional Charges) of the Transfer Money Terms; or, as applicable, to (B) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described in Section 5 (Service Fees and Additional Charges) of the Transfer Money Terms. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).

- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
- i. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - iii. The transfer is refused as described in Section 6 (Refused Transfers) of the Transfer Money Terms;
 - iv. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or
 - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- f. Instant Transfers. The Instant Transfers (defined below) feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We are not obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH Network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.
- i. "Instant Transfers" means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us on the one hand, and your

Account(s) that are maintained by other financial institutions, on the other hand. Instant Transfers are only available for financial institutions and applicable Accounts that enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of "Service."

2. Transfer Methods and Amounts

Section 6 (Payment Methods and Amounts) of the General Terms applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests

You may cancel a transfer at any time until it begins processing (as shown in the Service). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

4. Stop Payment Requests

If you desire to stop any transfer that has already been processed, you must call us pursuant to Section 17 (Notices, Questions, and Complaints) of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the current *Fee Schedule*.

5. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. Additional fees may apply for Instant Transfers. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and internet service fees that may be assessed by your telephone and internet service provider. Section 12 (Failed or Returned Transfers) of the General Terms applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the

External Account; Section 12 (Failed or Returned Transfers) of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers

We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers

In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

IX) DEFINITIONS

In addition to any other terms defined throughout this Agreement, as used in this Agreement the terms below have the following meanings:

- a. "ACH Network" means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Bill Pay Terms" means Article VI of this Agreement.
- d. "Business account" means any account which is not held or maintained primarily for personal, family, or household purposes.
- e. "Business Day" means Monday through Friday, excluding any day on which banks in Connecticut are required or permitted to close or on which the Federal Reserve Bank of New York is closed.
- f. "Consumer account" means any account which is held or maintained primarily for personal, family, or household purposes.
- g. "Deposit accounts" means all deposit accounts with us that are designated in your application and are approved by us as deposit accounts accessible through OLBS.
- h. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

- i. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- j. "Loan account" means any loan account with us that are designated in your application and is approved by us a loan account accessible through OLBS.
- k. "Mobile Deposit Terms" means Article V of this Agreement.
- l. "Network Financial Institutions" means financial institutions that have partnered with Zelle®.
- m. "OLBS application" means your application for any Service as submitted to us or as changed by any updating information submitted to us at any time, whether online, in writing or in any other way, as documented by our records.
- n. "Payment Instruction" is the information provided for a payment to be made under a Service, which may be further defined and described above in connection with the Service.
- o. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- p. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.
- q. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- r. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.
- s. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Services to you on our behalf.
- t. "Transfer Money Terms" means Article VIII of this Agreement.
- u. "Transfer Instruction" is a specific Payment Instruction that you provide to the Service for a transfer of funds.
- v. "User" means you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle®.
- w. "Zelle® and Other Payment Terms" means Article VII of this Agreement.
- x. "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.
- y. "Zelle® Small Business Service" means functionality, to the extent made available by us, that enables a Zelle® Small Business Service User to (i) send Zelle® Payment Requests through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. The Zelle® Small Business Service is included in the definition of "Zelle® Payment Service."
- z. "Zelle® Small Business Service User" means a User that access the Zelle® and Other Payment Services through a business account.

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

Apple is a trademark of Apple Inc.

Android is a trademark of Google Inc.

Effective Date: June 2, 2023