



# Cadence Bank Terms and Conditions for **Online and Mobile Banking Services**

Effective Date: April 24, 2023

# 1. INTRODUCTION

These Cadence Bank Terms and Conditions for Online and Mobile Banking Services (this “Agreement”) sets forth the rights, duties and obligations between the customer (“you” and “your”) and Cadence Bank (“we”, “our”, “us” and “Cadence”), with respect to our online and mobile banking services described in this Agreement (the “Services”), the terms and conditions on which the Services will be provided by us to you and important information about electronic fund transfer services which is required by law. The contents of this Agreement are as follows:

**Section 1:** Introduction

**Section 2:** Electronic Fund Transfer Disclosure to Consumers

**Section 3:** General Terms and Conditions for the Services

**Section 4:** Additional Terms and Conditions for Bill Payment Service

**Section 5:** Additional Terms and Conditions for Online Statements

**Section 6:** Additional Terms and Conditions for Identity Verification Alerts

**Section 7:** Additional Terms and Conditions for SMS Mobile Banking Service

**Section 8:** Additional Terms and Conditions for Mobile Remote Deposit Capture Service

**Section 9:** Additional Terms and Conditions for Account to Account Transfers

**Section 10:** Additional Terms and Conditions for Zelle® and Other Payment Services

**Section 11:** Additional Terms and Conditions for Spending

**Section 12:** Additional Terms and Conditions for Mortgage Account Access

**Section 13:** Special Provisions for Commercial Users of Services

## 1.1 AMENDMENTS

We may add, delete or change the terms of this Agreement and the Account Information Statement (as defined in Section 2.3 (Fees for Electronic Fund Transfers) below) at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may provide notice in any manner described in Section 3.12 (Modification or Amendment of the Services; Notices to You) and will make the updated terms available on our Site (defined in Section 3.33 (Definitions) below). You agree that by continuing to use the Services after the date that changes are posted to our Site, such changes will be effective for transactions made after that date, whether or not you access the Site or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Services.

## 1.2 GOVERNING LAW

This Agreement will be governed by the law of the state provided in the Account Agreement (defined in Section 1.3 below) unless provided differently herein.

## 1.3 RELATION TO OTHER AGREEMENTS

Your use of the Services may also be affected by the terms and conditions of your account, any account agreement, signature card, or other acknowledgments or documents you sign, and any disclosure statements we provide you concerning fees related to your account or related services, and any disclosure statements or other agreements we have concerning services related to your account, all of which constitutes your account agreement (collectively, the “Account Agreement”). When you link an account to the Services, you do not change the agreements you already have with us for that account. For example, if you link your Cadence deposit account to the Services, the terms and conditions of your Account Agreement do not change. Similarly, when you use the Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those and other Cadence account-related agreements and fee schedules for any applicable fees, for limitations on the number of transactions you can make, liability rules for electronic fund transfers, and for other restrictions that might impact your use of an account with the Services.

To the extent this Agreement conflicts with the provisions of the Account Agreement, the provisions in this Agreement will control, except that the specific terms relating to specific products and services will control those specific products and services. Despite the foregoing, the provisions of the Account Agreement regarding alternative dispute resolution (ADR), settlement conference, mediation, arbitration, waiver of jury trial, and waiver of class action shall control over any conflicting language in this Agreement.

## 1.4 TYPES OF TRANSACTIONS

Following are examples of transactions you may make through the Services:

- View account balance information for your registered Cadence Bank accounts
- Make one-time or recurring transfers between your registered Cadence Bank accounts
- Transfer funds between your registered Cadence Bank accounts and external accounts
- Pay other people through Zelle® and Other Payment Services
- Review transaction history for your registered Cadence Bank accounts
- View monthly statements for your registered Cadence Bank accounts
- Enroll in Bill Pay
- Export account information for your registered Cadence Bank accounts into your personal financial management software program
- Manage your finances online (Spending)
- Enroll in Mobile Banking

If you have more than one account with us, some of these Services may not be available for each account. Every calendar day is a processing day except that Saturday, Sunday and Monday are treated as a single processing day, with the processing occurring on Monday, unless the Monday is a legal holiday, in which case the processing occurs on the next Business Day (defined in Section 2.6 below). In all cases, you agree to be responsible for all transfers authorized by you from which you receive benefit.

## 2. ELECTRONIC FUND TRANSFER DISCLOSURE TO CONSUMERS

### 2.1 APPLICABILITY

**The provisions in this Section 2 apply only to electronic fund transfers that debit or credit a consumer checking, savings or other asset account and are subject to Regulation E (subpart A), which implements the federal Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. 1693 *et seq.*) (the “Act”).**

Certain types of consumer transactions that are initiated through electronic means are subject to the Act and Regulation E. These include transactions you may make through the Services. Your rights, protection and liabilities are outlined in the following disclosure in accordance with the Act and Regulation E. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic fund transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your accounts with us.

### 2.2 TYPES OF AVAILABLE TRANSFERS; LIMITATIONS

The types of available electronic fund transfers that you make depend upon the specific Services which you enroll in as well as the specific types of electronic fund transfers that you have authorized. The Services generally enable you to transfer funds to and from your accounts, to pay bills directly from your accounts in the amounts and on the days you request, and to make other payments and remittances of funds from your accounts. For example, you may authorize third parties to debit or make withdrawals from your Cadence account. This is usually done for the purpose of paying recurring monthly bills such as mortgage payments, utilities, car payments and insurance premiums; however, you must sign a written authorization with each party who will be making such withdrawals to receive this service. The types of available electronic fund transfer transactions that you may make are described in more detail in this Agreement, and some examples are provided in Section 1.4 above. The limitations on the frequency and dollar amount of transfers are set forth in the Account Information Statement. You may view the Account Information Statement on our Site or visit our branch nearest you or call us or write to us at the phone number or address set forth in Section 2.5 below (Notice of Errors or Questions About Your Electronic Transfers).

### 2.3 FEES FOR ELECTRONIC FUND TRANSFERS

If you have a Cadence deposit account, the amounts of the various fees mentioned in this Agreement which are charged by us are set forth in the Account Information Statement. You may view the Account Information Statement on our Site (currently, [www.cadencebank.com](http://www.cadencebank.com)) or visit our branch nearest you or call us or write to us at the phone number or address set forth in Section 2.5 below (Notice of Errors or Questions About Your Electronic Transfers) to request a copy. For purposes of this Agreement, “Account Information Statement” means the account information statement, statement of fees or other fee disclosure you received when you opened your account and includes any fee disclosure made within the user interface for the Services or elsewhere within our Site, all of which may be amended from time to time.

When you are enrolled in the Services, your account may be charged a monthly fee regardless of whether you use the Services. When you are enrolled in the Bill Payment Service (defined in Section 4.1 (Description of Bill Payment Service) below), your account may be charged an additional monthly fee, regardless of whether you use the Bill Payment Service. Upon written request, copies of documentary evidence of transactions made through the Services are available at a reasonable cost. We will not charge you for documentation obtained in connection with a good faith assertion of error in connection with a transaction.

## 2.4 YOUR LIABILITY

An unauthorized electronic fund transfer means a transfer from your account through the Services that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer through the Services that you indirectly authorized, such as a transfer that is initiated by a person who you furnished with the means to access your account, unless you have given us previous notice that such person is no longer authorized and we have had a reasonable opportunity to act upon your notice.

If you (a) give someone the security code, user ID, password, email address or other credentials used by you to access the Services (collectively, the "Credentials") or (b) you designate a person as an authorized or a secondary user with respect to the Services, you have authorized that person to use the Services, and you are responsible for all transactions that person performs while using the Services. All transactions that person performs, even those you did not intend or want performed, are authorized transactions. If you notify us in writing that the person is no longer authorized, then only the transactions that person performs after the time you notify us in writing and after we have had a reasonable time to act are considered unauthorized. Transactions with fraudulent intentions initiated by you, someone acting with you, an authorized or secondary user or someone acting with an authorized or secondary user are also authorized transactions.

Contact us **AT ONCE** if you believe your Credentials have been compromised, lost, stolen, or if you believe that an electronic fund transfer has been made without your permission. Call us promptly at the phone number in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) below to report any unauthorized activity or access. Immediate contact via telephone is the best way to limit your potential loss. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If you tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, you can lose no more than \$50.00 if someone used your Credentials without your permission. If you do **NOT** tell us within two (2) Business Days after you learn of the loss or theft of your Credentials, and we can prove that we could have prevented the use of your Credentials without your permission if you had told us, you could lose as much as \$500.

**UNAUTHORIZED USE DISCOVERED FROM STATEMENTS.** Also, if your statement shows transfers that you did not authorize or make, including those made using your Credentials or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was provided to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. **If you believe your Credentials have been compromised, lost, or stolen, or if you believe that an electronic fund transfer has been made without your permission, call us or write to us at the phone number or address set forth in Section 2.5 below (Notice of Errors or Questions About Your Electronic Transfers).**

## 2.5 NOTICE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at the number shown below or write us at the address shown below as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on your statement.

Cadence Bank  
Online Banking  
2910 W. Jackson St.  
Tupelo, MS 38801  
Toll-Free: 1-888-797-7711

Customer Service hours (subject to change without notice) are:

7:00 a.m. to 8:00 p.m. (Central Time) Monday through Friday  
7:00 a.m. to 5:00 p.m. (Central Time) Saturday

We must hear from you no later than sixty (60) days after we sent or made available to you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.

- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us the dollar amount and date of the suspected error.

If you tell us verbally, we may require that you send us your complaint or questions in writing within ten (10) Business Days of the date you verbally notified us.

We will determine whether an error occurred within ten (10) Business Days after we hear from you (twenty (20) Business Days for claims on accounts open less than thirty (30) calendar days), and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) calendar days for claims on accounts open less than thirty (30) calendar days, foreign-initiated transaction claims, and point-of-sale claims) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days (twenty (20) Business Days for claims on accounts open less than thirty (30) calendar days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. If at the conclusion of the investigation we determine there was no error, we reserve the right to and you agree that we may reverse any provisional credit granted you and deduct such amount from any account you have with us. We will not be liable to you or anyone else for the dishonor of any check, any debit transaction or any costs, fees or expenses incurred by you as the result of our exercising our right to reverse any provisional credit.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and we reserve the right to, and you agree that we may, reverse any provisional credit granted you and deduct such amount from any account you have with us. Again, we will not be liable to you or anyone else for the dishonor of any check, any debit transaction or any costs, fees or expenses incurred by you as the result of our exercising our right to reverse any provisional credit.

You may ask for copies of the documents that we used in our investigation.

## 2.6 BUSINESS DAYS

For purposes of this Agreement, a "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

## 2.7 CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transactions; or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; or
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

## 2.8 DOCUMENTATION OF TRANSFERS

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

Preauthorized Automatic Credits. If you have arranged to have direct deposits made to your account at least every 60 days from the same person or company, you can check your account through the Services, or you can call us at 1-888-797-7711 to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly. See also Section 5 below regarding Additional Terms and Conditions for Online Statements.

## 2.9 YOUR RIGHT WITH RESPECT TO PREAUTHORIZED PAYMENTS

Right to Stop Payment and Procedures for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at the telephone number referred to in Section 2.5 above (Notice of Errors or Questions About Your Electronic Transfers) or write us at the address indicated in Section 2.5 above in time for us to receive your request three (3) Business Days or more before

the payment is scheduled to be made. You must provide us with sufficient information to identify the payment, as well as any other information we may request. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call, but in no event less than three (3) Business Days before the payment is scheduled to be made. We will charge you a fee for each stop payment order you give. The amount of the fee is set forth in the Account Information Statement. See Section 2.3 above (Fees for Electronic Fund Transfers) for how you can obtain the current Account Information Statement. A stop payment order which you make by calling us will not be binding on us after fourteen (14) days if you fail to provide the required written request. We may also require that you provide us, within such time, a copy of your written notice to the payee revoking the payee's authority to electronically obtain payments from your account. If we do not receive a copy of your notice, your stop payment request will no longer be binding on us. In order to fulfill your stop payment request on any preauthorized electronic fund transfer, we may, in our discretion, but are not required to, stop all payments to the particular payee, or we may, in our discretion, notify you that your stop payment request cannot be fulfilled other than by closing your account. Please see our agreement and disclosure statement for your Cadence debit or ATM card for different requirements that may apply to stop payment of any preauthorized electronic fund transfer involving use of those cards or the account numbers on those cards.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you may set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **2.10 OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions, including, but not limited to, those listed below, under which we will not be liable to you, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit on your overdraft line.
- If the Services were not working properly and you knew about the service issue when you started the transfer.
- If there are any errors in the information you provide necessary to process the transfer or you do not follow the procedures required to make the transfer.
- If we have reason to believe your Credentials have been compromised or a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous or illegal.
- If you have exceeded any transfer frequency or amount limitations, if any, set forth in the Account Information Statement.
- If making a transfer would cause us to violate any law, rule, or regulation to which we are subject.
- If circumstances beyond our control (such as a fire, flood or pandemic) prevent the transfer, despite reasonable precautions that we have taken.
- If your Personal Devices and Software (defined in Section 3.2 below (Use of the Services)), telephone, Internet service provider, telephone line, cable line, fiber optic line, satellite connection, modem, router or any other computer software or hardware fails to perform or if there are technical or editorial errors or omissions contained in any instructions pertaining to any of the foregoing.
- If there is some other exception stated in any of our agreements with you.

There may be other exceptions set forth in other agreements we have with you applicable to the account from which the transfer was to be made, or as otherwise provided by applicable law.

## **2.11 PERIODIC STATEMENTS**

Subject to Section 5 (Additional Terms and Conditions for Online Statements) below, you will get a monthly electronic account statement for your checking account. You will also get a monthly electronic account statement for your savings account unless there are no transfers in a particular month. In any case, you will get the statement for your savings account at least quarterly. Your checking account and savings account statements may be combined.

## **2.12 ACTS AND OMISSIONS OF OTHERS**

Except as may otherwise be provided in this Agreement, we are not responsible for the acts or omissions of others.

### **3. GENERAL TERMS AND CONDITIONS FOR THE SERVICES**

#### **3.1 SCOPE OF SERVICES**

You authorize us to provide you the Services through such third-party Service Providers as we may select from time to time via our Site. You may use the Services to access bank account information and make such other online banking transactions as are more fully described on the Site. Please see Section 3.12 (Modification or Amendment of the Services; Notices to You) below regarding our rights to modify the Services at any time. Certain capitalized terms used in Section 3 are defined in Section 3.33 below.

#### **3.2 USE OF THE SERVICES**

The Services will not work unless you use them properly. You accept responsibility for making sure that you understand how to use the Services before you actually do so, and then that you always use the Services in accordance with the online instructions posted on the Site. You also accept responsibility for making sure that you know how to properly use your mobile device, tablet, laptop, personal computer, computer equipment, and any software installed on the foregoing devices, including, but not limited to, Internet browser software, mobile software applications and any personal financial management software (collectively, "Personal Devices and Software"), which you use. We may change or upgrade the Services, including, but not limited to, security protocols and/or measures, or the appearance, operation or address of the Site from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use the Services as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Services or Personal Devices and Software, including, but not limited to, losses resulting from malicious software or codes affecting or resident on your Personal Devices and Software or caused through remote access of your Personal Devices and Software by unauthorized third parties who steal your Credentials and/or otherwise infiltrate your Personal Devices and Software.

#### **3.3 LIMITATION ON FREQUENCY AND NUMBER OF TRANSACTIONS**

Except as may be set forth in the Account Information Statement or except as may be set forth below for a specific Service, there are no limits set for how often or how many times in a given period you may make transactions through the Services. We reserve the right to establish limitations in the future without notice to you.

#### **3.4 LIMITATION ON DOLLAR AMOUNT FOR TRANSACTIONS**

Except as may be set forth in the Account Information Statement or as may be set forth below in the Additional Terms for a specific Service, you may not make any single transfer over \$1 million or payment transaction through the Services that exceeds \$99,999.99. Also, if the "From Account" you have selected is tied to a home equity line of credit account secured by Texas homestead property, then the minimum transfer allowed is \$4,000.00.

#### **3.5 YOUR ACCOUNT**

You agree to maintain one or more checking accounts with us from which you will make the payment transactions initiated through the Services. You agree to keep a balance in your accounts sufficient to cover all payment transactions and all fees for which you are responsible in connection with the Services. We will not be liable to you for any losses, including, but not limited to, fees, expenses and costs incurred by you, caused by the closing of your account, any levy or execution upon your account, or by your failure to keep sufficient funds in your account.

#### **3.6 PAYMENT DATES AND BUSINESS DAYS**

For each transaction you initiate through the Services, you agree to designate the payment date on which you desire funds to be delivered to your targeted merchant. The payment date must be a Business Day as defined in Section 2.6 (Business Days) above. You agree that if you designate a payment date which is not a Business Day for a one-time payment, then the payment date will be the previous Business Day (or the date indicated on the Site). You acknowledge that recurring payments which fall on a non-Business Day will post the next Business Day. You acknowledge it is essential that the payment date be before the merchant's due date. You further acknowledge that, since the time for processing your transactions varies according to a merchant, it is essential that you become familiar with the payment processing time for each merchant you desire to pay and allow a sufficient number of Business Days between the date you input the transaction and the payment date. We will not be liable to you for any losses, including, but not limited to, fees, expenses and costs incurred by you, caused by your improper designation of a payment date or by your failure to allow a sufficient number of Business Days between the date you input the transaction and the payment date.

### **3.7 PROCESSING METHODS**

To facilitate delivery of funds, you authorize us and anyone acting for us, including our Service Providers, to choose whatever method for processing your transaction which we, in our sole and absolute discretion, deem to be the most effective. Subject to your proper use of the Services, we will deliver funds to your targeted merchant as close as reasonably possible to the payment date designated.

### **3.8 CONFIRMATION NUMBERS**

We will provide you with a confirmation number for each transaction which you properly initiate through the Services. If you do not receive a confirmation number, it may mean that something is wrong with the transaction. We will not be liable to you for any losses, including, but not limited to, fees, expenses and costs incurred by you, in connection with any transaction or attempted transaction for which you do not receive a confirmation number.

### **3.9 SECURITY PRECAUTIONS**

You agree to read all notices posted on the Site regarding security before you actually use the Services. By using the Services, you agree to the sufficiency of the security precautions as described on the Site (currently, [www.cadencebank.com/olbsecurity](http://www.cadencebank.com/olbsecurity)). The main security measures guarding your use of the Services are the security code feature of the Services and your protection of your Personal Devices and Software from malicious software and codes. You agree to keep your Credentials secret. You agree to change your password at least once every 90 days. You agree to keep your Credentials secure, to install the latest updates for your Personal Devices and Software (including, but not limited to, operating system security patches), run up-to-date anti-virus software and utilize a firewall. We will not be liable for any losses, including, but not limited to, fees, expenses and costs incurred by you, resulting from use of your Credentials or Personal Devices and Software by unauthorized persons as a result of your failure to abide by the security precautions described in this section. For your protection, sign off after every session and close your browser or mobile application to ensure confidentiality.

You agree and acknowledge that use of the security precautions and measures described above and any other required security techniques authenticate your identity and verify the instructions you provide to us (collectively, the "Security Precautions"), and are not used to detect error in the transmission or content of communications or instructions made through the Services. You bear sole responsibility for detecting and preventing any such errors. You further represent that you have carefully considered the circumstances of your use of the Services and the transactions that you will effect through the Services, and you acknowledge and agree that the Security Precautions constitute commercially reasonable security procedures under applicable law for the transactions you intend to effect through the Services. We reserve the right to modify, amend, supplement, or cancel any or all Security Precautions, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Precautions, but we may make any change in Security Precautions without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Precautions and/or continued use of the Services after any change in Security Precautions shall constitute your agreement to the change and your agreement that the applicable Security Precautions, as changed, are commercially reasonable and adequate for the purposes intended.

In the event of the breach of any applicable Security Precautions, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Precautions. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by you, your agents, law enforcement agencies, or any other third party. Any failure on your part to assist us shall be deemed an admission by you that the breach of the Security Precautions was caused by a person who obtained access to your Personal Devices and Software or who obtained information facilitating the breach of the Security Precautions from you and not from a source controlled by us.

### **3.10 CHARGES FOR THE SERVICES**

You agree to pay for the Services in accordance with fees outlined in the Account Information Statement. We may amend the Account Information Statement and the Services fees. See Section 2.3 (Fees for Electronic Fund Transfers) above for how you can obtain the current Account Information Statement. You authorize us to automatically charge any account you have enrolled in the Services or any other account you have with us for all fees you incur in connection with the Services. In the future, we may add to or enhance the features of the Services. By using such added or enhanced features, you agree to pay for them in accordance with the fees outlined in the Account Information Statement.

### **3.11 SUSPENSION OF THE SERVICES**

If you use the Services improperly, we may suspend or terminate (as set forth in Section 3.13 (Termination of the Services) below) your use of the Services without prior notice to you. In the event of such suspension or termination, you will remain responsible for all transactions which you have initiated through the Services prior to such suspension and for all other fees incurred in connection with the Services. You acknowledge that suspension or termination of your use of the Services does not cancel or suspend transactions which are then outstanding.

### **3.12 MODIFICATION OR AMENDMENT OF THE SERVICES; NOTICES TO YOU**

This Agreement, the Account Information Statement, applicable fees and service charges and any online instructions regarding the Services may be modified or amended by us, and only by us, from time to time. In such event, we will provide notice to you if required. Any use by you of the Services after we provide you a notice of change, if required, will constitute your agreement to such change. Further, we may, from time to time, revise or update the applications, products, functions, and/or related material which may render all such prior versions obsolete or unsupported by your Personal Devices and Software. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, products, functions and/or related material and limit access to only our most recent revisions and updates. In addition, you agree to receive all legally required notifications via electronic means.

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Services, emailing notice to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending the notice 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 Services setup or customer profile. For example, users of the Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Services if you withdraw your consent to receive electronic communications.

### **3.13 TERMINATION OF THE SERVICES**

We may terminate your use of the Services, in whole or in part, at any time and for any reason, including non-use, without prior notice to you. You may cancel your use of the Services upon thirty (30) days prior notice to us by calling 1-888-797-7711 or by writing to us at Cadence Bank Customer Service, 2910 W Jackson St., Tupelo, MS 38801. Provide your account number with any verbal or written request. You will remain responsible for all payment transactions which you have initiated through the Services prior to such cancellation and for all other fees incurred in connection with the Services. You acknowledge that cancellation of your use of Services does not cancel payment transactions which are then outstanding. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

### **3.14 COLLECTION COSTS; NO ASSIGNMENT BY YOU**

If you fail to pay any amount owed to us when due, then you agree to additionally pay us interest on such amount at the rate of 1.5% per month, or the maximum allowable by law, whichever is less. If we retain an attorney to collect any amounts owing by you, then you agree to pay all costs and expenses incurred in collecting such amounts, including a reasonable attorney's fee. See also Section 3.16 (Failed or Returned Payment Instructions) below for expenses and costs that may be charged by our Service Providers and their third-party contractors. You may not assign this Agreement to any other party.

### **3.15 INFORMATION AUTHORIZATION**

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each 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 (defined in Section 3.22 (Your Privacy) below), 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 (defined in Section 3.33 below). You further understand and agree that we reserve the right to use personal information about you for our own 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, to market additional products and services to you 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 marketing and advertising, pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services. The following provisions in this Section apply 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 Site by devices associated with fraudulent or abusive activity. Such information may be used by us and our 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.

### **3.16 FAILED OR RETURNED PAYMENT INSTRUCTIONS**

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

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

### **3.17 COMPLIANCE WITH LAWS; ACCEPTABLE USE**

You agree to comply with all applicable laws, rules and regulations in connection with the Services. You further agree to be bound by operating rules and regulations imposed by any processing networks, fund transfer systems or clearinghouses which process Services transactions. You agree that you are independently responsible for all communications you send through the Services. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

In addition, you are prohibited from using the Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Services or the portion of the Site through which the Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Services, or interfere or attempt to interfere, with the Site or the Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

You acknowledge and agree that we have no obligation or duty to monitor, review or evaluate your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. We reserve the right to decline any transaction that we believe is an illegal or high-risk transaction or otherwise violated the terms of this Agreement. You further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable use of the Services or this Agreement. We encourage you to provide notice to us by the methods described in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above of any violations of this Agreement.

### **3.18 PAYMENT METHODS AND AMOUNTS**

There are limits on the amount of money you can send or receive through our Services. 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 individual 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 Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Providers, or draft check drawn against your account.

### **3.19 SERVICE PROVIDERS**

We are offering you the Services through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Services to you, we are the sole party liable to you for any payments or transfers conducted using the Services, and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in Section 3.33 (Definitions) below. Other defined terms are also present in other sections of this Agreement.

### **3.20 TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number, INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our Affiliates and Service Providers. Please review our Privacy Policies for more information.

### **3.21 RECEIPTS AND TRANSACTION HISTORY**

You may view your transaction history by logging into the Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

### **3.22 YOUR PRIVACY**

Protecting your privacy is very important to us. Please review our Privacy Policies (currently found at [cadencebank.com/olbprivacypolicy](https://cadencebank.com/olbprivacypolicy)) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

### **3.23 PRIVACY OF OTHERS**

If you receive information about another person through the Services, you agree to keep the information confidential and only use it in connection with the Services.

### **3.24 TAXES**

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

### **3.25 INTELLECTUAL PROPERTY**

All other marks and logos related to the Services 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 Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of the Site through which the Services are offered, the technology related to the Site and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Services shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

### **3.26 PASSWORD AND SECURITY**

If you are issued or create Credentials to access the Services or the portion of the Site through which the Services are offered, you agree not to give or make available your Credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such Credentials. If you believe that your Credentials have been lost or stolen or that someone may attempt to use them to access the Site or Services without your consent, you must inform us at once at the telephone number provided in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. See also Section 2.4 (Your Liability) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

### **3.27 REMEDIES**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Services; 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 Services for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

### **3.28 INDEMNIFICATION**

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

### **3.29 RELEASE**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if not known by the creditor must have materially affected the creditor's settlement with the debtor.

### **3.30 NO WAIVER**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **3.31 EXCLUSIONS OF WARRANTIES**

THE SITE AND SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, 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.

### **3.32 LIMITATION OF LIABILITY**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE 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 SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. EXCEPT TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICES ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING, IF APPLICABLE, AS DESCRIBED IN THE ACCOUNT AGREEMENT WITHIN THE LESSER OF TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED, OR THE MINIMAL AMOUNT AS ALLOWED IN YOUR STATE IF YOUR STATE LIMITS SHORTENING A STATUTE OF LIMITATIONS IN A CONTRACT. THIS PROVISION IS INTENDED TO CONTRACTUALLY LIMIT A POSSIBLY LONGER STATUTE OF LIMITATIONS THAT MAY APPLY ON A CLAIM YOU MAY HAVE AGAINST US. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **3.33 DEFINITIONS**

"ACH Network" means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

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

"Business Day" has the meaning set forth in Section 2.6 above.

"Eligible Transaction Account" is a transaction account from which your payments will be debited, your Services fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Services. Depending on the

applicable 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.

“Payment Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

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

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

“Site” means our online banking site (currently, [www.cadencebank.com](http://www.cadencebank.com)) or mobile applications supported by us.

## **4. ADDITIONAL TERMS AND CONDITIONS FOR BILL PAYMENT SERVICE**

### **4.1 DESCRIPTION OF BILL PAYMENT SERVICE**

The term “Bill Payment Terms” means these Additional Terms and Conditions for Bill Payment Service. The bill payment service (for purposes of this Agreement, the “Bill Payment Service”) enables you to receive, view, and pay bills from the Site.

### **4.2 PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Payment Service is offered when you are scheduling the payment. Therefore, the Bill Payment 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 reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (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.

### **4.3 THE BILL PAYMENT SERVICE GUARANTEE**

Due to circumstances beyond the control of the Bill Payment Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Payment Service will bear responsibility for any late payment-related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 4.2 (Payment Scheduling).

### **4.4 PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service 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 the Bill Payment Service to credit your Eligible Transaction Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

The Bill Payment Service will attempt to make all your payments properly. However, the Bill Payment Service shall incur no liability and any Bill Payment Service Guarantee (as described in Section 4.3 of the Bill Payment Terms) shall be void if the Bill Payment Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

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

#### **4.5 PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Payment Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a payment, it cannot be canceled or edited therefore, a stop payment request must be submitted.

#### **4.6 STOP PAYMENT REQUESTS**

The Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Payment Service 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 Payment Service in the manner set forth in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. Although the Bill Payment Service will attempt to accommodate your request, the Bill Payment Service will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **4.7 EXCEPTION PAYMENTS REQUESTS**

Exception Payments may be scheduled through the Bill Payment Service, however, Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Bill Payment Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Bill Payment Service Guarantee (as described in Section 4.3) does not apply to Exception Payments.

#### **4.8 BILL DELIVERY AND PRESENTMENT**

The Bill Payment 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 Payment Service's electronic bill options, you also agree to the following:

- a. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Payment Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Bill Payment Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Payment Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Bill Payment Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Payment Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at

the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

- c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Payment Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- d. Information held by the Biller. We are unable to update or change your personal information held by the Biller, such as, but not limited to, name, address, phone numbers and email addresses. 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 Payment Service, we may send an e-mail notification to the e-mail 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 Payment 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 the 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 statement(s). You are responsible for ensuring the timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are 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.

#### **4.9 DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policies (as further described in Section 3.22 (Your Privacy) above, in addition to the circumstances set forth in Section 3.15 above (Information Authorization)) and as otherwise provided in this Agreement:

- 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.

#### **4.10 BILL PAYMENT SERVICE FEES AND ADDITIONAL CHARGES**

You are responsible for paying all fees associated with your use of the Bill Payment Service. Applicable fees will be disclosed in the Account Information Statement, user interface for, or elsewhere within, the Bill Payment Service or Site. Any applicable fees will be charged regardless of whether the Bill Payment Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Payment Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Payment Service to deduct the calculated amount from your designated Billing Account. Any 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 3.16 above (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Bill Payment Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

#### **4.11 BILLER LIMITATION**

The Bill Payment Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you as allowed in Section 3.17 (Compliance with Laws; Acceptable Use) above.

#### **4.12 RETURNED PAYMENTS**

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

#### **4.13 INFORMATION AUTHORIZATION**

In addition to Section 3.15 (Information Authorization) above, you agree that the Bill Payment Service reserves 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).

#### **4.14 BILL CAPTURE**

The following Bill Capture terms and conditions in this Section 4.14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section 4.14 (Bill Capture) does not apply.

Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Bill Payment Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

- a. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
- b. We do not guarantee that your mobile device will be compatible with Bill Capture; and
- c. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Bill Payment Service, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

#### **4.15 BILL DISCOVERY**

The following Bill Discovery terms and conditions in this Section 4.15 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 4.15 (Bill Discovery) 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 Payment 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 Payment 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 Payment Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 4.8 (Bill Delivery and Presentment).

#### **4.16 DEFINITIONS**

“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.

“Billing Account” is the checking account from which all Bill Payment Service fees will be automatically debited.

“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.

“Eligible Transaction Account” is defined in Section 3.33 (Definitions) above, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

“Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“Payment Instruction” is defined in Section 3.33 (Definitions) above, and is further defined as the information provided by you to the Bill Payment 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).

“Scheduled Payment” is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

### **5. ADDITIONAL TERMS AND CONDITIONS FOR ONLINE STATEMENTS**

By enrolling in the Services, you are automatically enrolled in our online statement service. This means we will provide in an electronic (PDF) form account statements and other documentation (each an “Online Statement” and collectively, “Online Statements”) which would otherwise be mailed to you in paper form or emailed to you. Online Statements are available for checking and savings accounts only. Online Statements are not available for Certificate of Deposit accounts and individual retirement accounts (IRAs) since these accounts are not periodic statement accounts. Savings accounts already included in a combined statement with your checking account are excluded from Online Statements. Please note that if you have a credit card account, your credit card account will not be automatically enrolled in our online statement service. You will be required to enroll in that service separately. Once your credit card account is enrolled in Online Statements, this Section 5 will apply to Online Statement services for your credit card account.

Online Statement delivery is subject to the following additional terms, conditions, and agreements:

- a. You acknowledge and agree, as a condition of your enrollment, that from and after your enrollment, paper statements and other documentation will no longer be mailed to you but will be delivered only by electronic means, and you agree that the Online Statements will satisfy all of our obligations to provide statements and reports with respect to your accounts.
- b. You acknowledge that you have the ability to access, view, and retain copies of the Online Statements. You understand that you are obligated to notify us of any problems relating to your Online Statements, including problems relating to your ability to access Online Statements. We may provide you with an email notification of Online Statements availability to the email address provided by you to us. Such email notices will be sent from the email address

[estatements@cadencebank.com](mailto:estatements@cadencebank.com). As a condition of your receiving Online Statements, we will periodically require you to update your email address information.

- c. You acknowledge and understand that your enrollment will be effective upon your enrollment date with the Services and for all periods following your election on an ongoing basis unless and until you cancel your election by providing notice to us via the methods provided above in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers). Upon receipt of your cancellation notice and a reasonable opportunity to act on it, we will continue your Online Statements delivery and will also provide paper statements beginning with your next statement cycle. Paper statements may be subject to fees, which will be disclosed in the Account Information Statement as amended from time to time. We may modify or terminate the Online Statement services at any time.
- d. You acknowledge and understand that Online Statements may be an eligibility requirement for certain Cadence Bank products and services. Your eligibility for these related product features or benefits, such as fee waivers, may be terminated if you cancel your enrollment in Online Statements.
- e. Online Statements will remain available for a period of up to eighteen (18) (twelve (12) months for credit card accounts) calendar months from initial posting date, which period may be modified at any time by us in our sole and absolute discretion. For your recordkeeping purposes beyond eighteen (18) months (twelve (12) months for credit card accounts) from initial posting date, you acknowledge your responsibility to make such electronic or paper copies of Online Statements as you deem appropriate. In the event that your Online Statements are removed from our Site before you save or print and retain a copy, or in the event that the Online Statements Service is terminated by you or us before you save or print and retain a copy of your Online Statements, you may request a paper replacement copy of your statement, but you shall be subject to applicable fees for these copies.

## **6. ADDITIONAL TERMS AND CONDITIONS FOR IDENTITY VERIFICATION ALERTS**

We offer customers with mobile access the ability to authenticate their identity over Short Message Service (“SMS”) (“Identity Verification Alert Program”). Enrollment requires identification of and our confirmation of your banking relationship as well as you providing us with a mobile phone number. The mobile phone number’s verification is completed by you receiving an SMS message with a verification code which you will have to enter on the Site. Once enrolled, your participation in the SMS Mobile Banking Service will be ongoing and message and data rates may apply. Customers can select either a voice or SMS option for receipt of an identity verification code. If you have questions, you can contact us at 888-797-7711. By participating in our Identity Verification Alert Program, you are agreeing to the terms and conditions of this Agreement, including, but not limited to, Section 3.15 (Information Authorization).

## **7. ADDITIONAL TERMS AND CONDITIONS FOR SMS MOBILE BANKING SERVICE**

### **7.1 SHORT MESSAGE SERVICE (“SMS”) BANKING SERVICE ALSO KNOWN AS “TEXT BANKING”**

We offer customers with mobile access the ability to review their account information (e.g., for checking balances and last transactions) and to transfer money between your accounts with us over SMS (“SMS Mobile Banking Service”). Enrollment requires identification of and confirmation by us of your banking relationship as well as you providing us with a mobile phone number. The mobile phone number’s verification is completed by you receiving an SMS message with a verification code which you will have to enter on the Site. Once enrolled, your participation in the SMS Mobile Banking Service will be ongoing and message and data rates may apply. Customers may opt out of the SMS Mobile Banking Service at any time.

Questions: You can contact us at 1-888-797-7711, or send a text message with the word “HELP” to this number: 77542.

To stop SMS Mobile Banking Service: To stop the messages from coming to your phone, you can opt out of the SMS Mobile Banking Service via SMS. Just send a text that says “STOP” to this number: 77542. You’ll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

By participating in the SMS Mobile Banking Service, you are agreeing to the terms and conditions of this Agreement, including, but not limited to, Section 3.15 (Information Authorization).

## 7.2 DESCRIPTION OF SERVICES

SMS Mobile Banking Service is a personal financial information management service that allows you to access bank account information, make payments to merchants who have previously consented to accept payments through our Services and make such other banking transactions as are fully described on our Site using compatible and supported Personal Devices or Software (“Wireless Devices”). We reserve the right to modify the scope of the SMS Mobile Banking Service at any time. We reserve the right to refuse to make any transaction you request through SMS Mobile Banking. You agree and understand that SMS Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. All Services are not available in the SMS Mobile Banking Service. The most up-to-date list of Services which you may be able to access through the SMS Mobile Banking Service is posted on our Site. When you register for SMS Mobile Banking Service, designated accounts and payees (or billers) linked to your Credentials through the Services will be accessible through the SMS Mobile Banking Service.

## 7.3 USE OF SERVICES

SMS Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure you understand how to use the SMS Mobile Banking Service before you actually do so, and then that you always use the SMS Mobile Banking Service in accordance with the online instructions posted on our Site. You also accept responsibility for the proper use of your Personal Device and Software. We may change or upgrade the SMS Mobile Banking Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you understand how to use the SMS Mobile Banking Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use or upgrade the SMS Mobile Banking Service or your Personal Device and Software.

## 7.4 RELATIONSHIP TO OTHER AGREEMENTS

You agree that when you use the SMS Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us, our Affiliates, and/or our Service Providers, including, but not limited to, your mobile service carrier or provider, and you agree that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the SMS Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the SMS Mobile Banking Service, including while downloading the software necessary to utilize the SMS Mobile Banking Service (the “Software”), receiving or sending SMS Mobile Banking Service text messages, or other use of your Personal Device and Software when using the Software or other products and services provided by the SMS Mobile Banking Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly without involving us. You also agree that if you have any problems with the SMS Mobile Banking Service, you will contact us at 1-888-797-7711.

## 7.5 YOUR OBLIGATIONS

When you use SMS Mobile Banking Service to access accounts you designate during the registration process, you agree to the following:

- a. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via the SMS Mobile Banking Service. You represent and agree that all information you provide to us in connection with the SMS Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the SMS Mobile Banking Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- b. User Conduct. You agree not to use the SMS Mobile Banking Service or the content or information delivered through SMS Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the SMS Mobile Banking Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our Affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the SMS Mobile Banking Service; (i) interfere with or disrupt the use of the SMS Mobile Banking Service by any other user; or (j) use the SMS Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

- c. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, hold harmless and fully compensate us and our Affiliates and Service Providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the SMS Mobile Banking Service, your violation of this Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other rights of anyone.

## **7.6 CHARGES FOR SERVICES**

You agree to pay for the SMS Mobile Banking Service in accordance with the Account Information Statement. You authorize us to automatically charge your account for all such fees incurred in connection with the SMS Mobile Banking Service. In the future, we may add to or enhance the features of the SMS Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the Account Information Statement.

## **7.7 SMS MOBILE BANKING SERVICE LIMITATION**

Neither we nor our Service Providers can foresee or anticipate technical or other difficulties related to SMS Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other SMS Mobile Banking Service interruptions. Neither we nor any of our Service Providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the SMS Mobile Banking Service. Neither we nor any of our Service Providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the SMS Mobile Banking Service. You agree to exercise caution when utilizing the SMS Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown in the SMS Mobile Banking Service reflects the most recent account information available through the SMS Mobile Banking Service, and may not be accurate or current. You agree that neither we nor our Affiliates or Service Providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

## **7.8 CHANGES OR CANCELLATION**

You may cancel your participation in the SMS Mobile Banking Service by calling us at 1-888-797-7711. We reserve the right to change or cancel the SMS Mobile Banking Service at any time without notice. We may also suspend or terminate your access to the SMS Mobile Banking Service at any time without notice and for any reason, including, but not limited to, your non-use of the SMS Mobile Banking Service. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the SMS Mobile Banking Service.

## **7.9 THIRD PARTY BENEFICIARY**

You agree that our Affiliates and our Service Providers (including any provider of Software) may rely upon your agreements and representations in Sections 7.4 (Relation to Other Agreements) and 7.5 (Your Obligations) of this Agreement, above, and such service providers are, for the purposes of those sections, third party beneficiaries to this Agreement, with the power to enforce those provisions against you, as applicable.

# **8. ADDITIONAL TERMS AND CONDITIONS FOR MOBILE REMOTE DEPOSIT CAPTURE SERVICE**

Mobile Remote Deposit Capture (MRDC) Service is an optional service that provides you with a process to use certain devices to electronically scan, capture the check image and transmit checks for deposit to a checking or savings account with us. The deposit account or savings must be an Eligible Transaction Account selected for access in the MRDC Service. The MRDC Service is subject to the terms and conditions set forth in this Agreement. You agree that no MRDC Service transaction is an "electronic funds transfer" as defined by the federal Electronic Funds Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau. In the event of inconsistency between a provision of this section and any of the Uniform Commercial Code, the Check 21 Act, the Federal Reserve Board's Regulation CC, any other law, rule or regulation affecting the subject matter hereof, and including any clearinghouse agreements, operating circulars and any image exchange agreements to which we are a party, or any other law or regulation which permits waiver or modification by agreement, to all of which you agree to be bound as governing the subject matter of this agreement and all of which is hereinafter referred to at times as the "Controlling Law", then the provisions of this section shall prevail.

## 8.1 DEFINITIONS

Unless otherwise defined in this section, capitalized words or phrases shall have the meanings set forth in the Uniform Commercial Code and the Check 21 Act. The following capitalized words shall have the following respective meanings:

“Business Day” has the meaning set forth in Section 2.6 above.

“Check” means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection or return, including a substitute check and a travelers check; and (B) does not include a noncash item or an item payable in a medium other than United States dollars.

“Check 21 Act” shall mean the federal Check Clearing for the 21st Century Act and any federal regulations issued in furtherance thereof.

“Check Claim” shall mean any claim against us for loss, liability or expense (including the costs and expenses of investigating and defending against such claim and all reasonable attorney’s fees in connection therewith) resulting from or arising out of or in any way related to (whether directly or indirectly) any Check which has been captured as an image by you and transmitted by you to us, including, but not limited to, any claim against us with respect to any such Check under any Controlling Law.

“Unacceptable Check” shall mean any item which (a) is not a Check, (b) is a foreign check drawn on a non- U.S. bank, (c) is a Check payable to any person or entity other than you, (d) is a Check drawn on any account owned by you or on which you are an authorized signer, (e) any Check that is dated more than six months prior to the date of the mobile remote deposit submission, (f) any Check that is a money order, cashier’s check or traveler’s check, (g) any Check that is payable jointly unless the Check is being deposited to an Eligible Transaction Account in the name of all payees on the Check, (h) any check that is drawn on or otherwise issued by the United States Treasury Department, (i) any check that has previously been submitted as a direct bank deposit or as a mobile remote deposit either to us or another financial institution, (j) any Check that has any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (k) any Check that is either a “substitute check” as defined in Reg CC or other federal law or regulation or an “image replacement document” that purports to be a substitute check, (l) any Check that has an endorsement other than specified in this Agreement, (m) any Check that is prohibited by our then current procedures or is a violation of any law, rule or regulation, (n) any Check that is payable on sight or is payable through draft, as defined in Reg CC, or (o) due to its physical condition or other properties, yields (i) an incomplete image, (ii) an image failing to fully conform to the technical specifications required under Section 8.2 (Mobile Remote Capture and Transmission of Checks) below, or (iii) an image failing to satisfy the requirements of Section 8.3 (Technical Specifications) below.

## 8.2 MOBILE REMOTE CAPTURE AND TRANSMISSION OF CHECKS

You may capture electronic images of Checks and electronically transmit the same to us for deposit in accordance with this Agreement.

## 8.3 TECHNICAL SPECIFICATIONS

Each Check captured and transmitted by you to us using the MRDC Service must strictly comply with and meet, in our sole and absolute discretion, the standards and requirements of legibility that we establish from time to time. Check images must also comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearinghouse or association. The MRDC Service is currently only available on certain iPhone, iPad and Android devices. Please refer to our Site for the most current device information.

## 8.4 CHANGE OF TECHNICAL SPECIFICATIONS

The technical specifications prescribed under Section 8.3 (Technical Specifications) above may be modified, superseded or replaced by us at any time without prior notice to you.

## 8.5 TIMELINESS

Mobile deposit transactions made before 8:00 P.M. Central Time on Business Days are normally available within two Business Days. Transactions received after 8:00 P.M. or on any day which is not a Business Day shall be deemed received on the next Business Day. Your MRDC transmission is subject to normal deposit deadlines, image quality standards, etc., which will together determine whether or not a deposit will be posted to your account, as well as the amount and date of that transaction. The availability of your MRDC transaction may also be subject to factors such as creditworthiness, the length and extent of your relationship with us, transaction and experience information and such other factors we deem relevant, in our sole and absolute discretion.

## **8.6 DEPOSIT ACCOUNT(S)**

All Checks captured and transmitted to us by you and accepted by us shall be deposited to the Eligible Transaction Account designated by you at the time of the MRDC request.

## **8.7 TRANSACTION LIMITS**

You shall not on any single day submit MRDC deposits greater than \$3,000.00 in the aggregate. We reserve the right to modify deposit limits, transaction limits or restrict the use of the MRDC Service from time to time without notice to you. Exceptions to standard MRDC deposit limits may be granted by us based on factors such as creditworthiness, the length and extent of your relationship with us, transaction and experience information and such other factors we deem relevant, in our sole and absolute discretion.

## **8.8 FEES**

You agree to pay for all MRDC Services in accordance with the Account Information Statement. See Section 2.3 (Fees for Electronic Fund Transfers) above for how you can obtain the current Account Information Statement. You authorize us to automatically charge your account for all such fees incurred in connection with MRDC Services. In the future, we may add to or enhance the features of MRDC Services. By using such added or enhanced features, you agree to pay for them in accordance with the Account Information Statement as amended from time to time. Check deposit fees (when applicable) may be avoided by making your deposit at any of our branches during regular business hours.

## **8.9 REJECTION OF DEPOSIT TRANSACTIONS**

We may reject any MRDC transaction transmission which does not strictly comply with the technical specifications prescribed under Section 8.3 (Technical Specifications) above or which exceeds any transaction limit prescribed under Section 8.7 (Transaction Limits) above. It shall be your sole responsibility to redeposit such rejected transaction. We shall have no liability for any losses incurred by you, including, but not limited to, costs, fees or expenses incurred by you, for rejection of MRDC transactions. In the event of any dispute as to whether any transaction or any portion thereof complies with the technical specifications prescribed under Section 8.3 above, our determination as to compliance shall be final and conclusive.

## **8.10 UNACCEPTABLE CHECKS**

You shall not capture and attempt to deposit images of Unacceptable Checks. MRDC transactions containing Unacceptable Checks may be rejected by us, in whole or in part, in our sole and absolute discretion. We shall have no liability for any losses incurred by you, including, but not limited to, costs, fees or expenses incurred by you, for rejection of Unacceptable Checks. Unacceptable Checks, if acceptable for deposit at all, must be deposited by you by conventional means, preferably at one of our branches during normal business hours or by certified, registered or otherwise traceable mail addressed to:

Mobile Remote Deposit  
Cadence Bank Call Center  
2910 W. Jackson St.  
Tupelo, MS 38801

Items sent by certified, registered or otherwise traceable mail must be endorsed and accompanied by a properly-completed deposit ticket, all in accordance with the Account Agreement governing the deposit account(s) identified in Section 8.6 (Deposit Account(s)) above, as such agreement may be amended by us from time to time. Any items received that are not accompanied by a completed deposit ticket will be returned to the customer. You agree not to send cash deposits to the above address. Deposits containing cash must be made by you at one of our branches during normal business hours.

## **8.11 DEPOSIT**

You acknowledge and agree that neither mere MRDC submission of a Check to us nor our acknowledgment of receipt of such transaction submission shall constitute deposit of any such Check. No Check MRDC transaction submitted to us shall be deemed to be deposited with us until the file containing such image has been imported, captured, and balanced by us on our image processing system. All deposits made by you pursuant to this Agreement are deemed made at Tupelo, Mississippi, and are governed by the Account Agreement as may be amended by us from time to time.

## **8.12 RETENTION, SAFEGUARDING AND DESTRUCTION OF CHECKS**

You shall retain the originals of all Checks which you capture as images and transmit to us for not less than 30 days and shall make such originals available to us on demand. During the time that you retain the originals of Checks, you shall use care to protect such originals from unauthorized access in order to guard against theft and further negotiation, depositing, presentment for payment or imaging. At such time when you determine to no longer retain the originals of such Checks (whether at the end of the minimum

retention period set forth above or any longer period), you shall destroy such Checks by a process which ensures that such Checks are rendered no longer readable or capable of reconstruction and which ensures that the safeguards set out above are observed in the destruction process.

### **8.13 ENDORSEMENTS**

All Check images submitted for MRDC deposit must contain the restrictive endorsement “For Mobile Deposit Only at Cadence Bank,” along with the Eligible Transaction Account number and your signature to endorse the check.

### **8.14 ERRORS**

You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the MRDC Service. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. See Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above regarding the manner in which you should provide notice. See also Section 2.4 (Your Liability) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the MRDC Service.

### **8.15 YOUR REPRESENTATIONS AND WARRANTIES TO US; INDEMNIFICATION**

The transmission of any image of a Check to us shall constitute your assumption of all liabilities, indemnities, responsibilities and duties under Controlling Law, including, but not limited to, the Check 21 Act. When you use the MRDC Service to transmit any Check image to us, you represent and warrant to us that: (i) the Check is not an Unacceptable Check, (ii) you are entitled to endorse the Check, (iii) all signatures on the Check are authentic and authorized, (iv) the Check is not a counterfeit item, (v) the Check has not been altered, (vi) the Check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the Check, (viii) the Check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the Check, (ix) the Check image transmitted by you to us contains an accurate representation of the front and the back of the Check and otherwise complies with the requirements of MRDC (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Services any duplicate image of the Check, nor will you deposit or otherwise negotiate the original Check, (xi) no person or entity will be asked to make payment on the Check more than once, (xii) neither we nor any subsequent transferees of the Check or its image will sustain a loss as the result of the fact that an image of the Check, instead of the original Check, was accepted by us through the Services, presented for payment, or returned, (xiii) the image of the Check contains no computer viruses or other harmful, intrusive, or invasive codes, (xiv) all information you have provided to us in connection with MRDC and the transaction is true, accurate, and current, and (xv) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND OUR AFFILIATES AND SERVICE PROVIDERS AND TO HOLD US AND OUR AFFILIATES AND SERVICE PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY’S FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE MRDC SERVICE, AND/OR OUR PROVISION OF THE MRDC SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND OUR AFFILIATES AND SERVICE PROVIDERS AND HOLD US AND OUR AFFILIATES AND SERVICE PROVIDERS HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

## **9. ADDITIONAL TERMS AND CONDITIONS FOR ACCOUNT TO ACCOUNT TRANSFERS**

### **9.1 DESCRIPTION OF TRANSFER SERVICE, AUTHORIZATION AND PROCESSING**

- a. The term “Transfer Money Terms” means these Additional Terms and Conditions for Account to Account Transfers. The Account to Account Transfer Service (for purposes of these Transfer Money Terms as they apply to these Transfer Money Terms, the “Transfer Service”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such

Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- b. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. 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 (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9.5 (Transfer Service Fees and Additional Charges) below; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9.5 (Transfer Service Fees and Additional Charges) below. 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).
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. 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;
  2. The Transfer Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 9.6 (Refused Transfers) below;
  4. 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,
  5. 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.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Transfer Service and to inform 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.

## **9.2 TRANSFER METHODS AND AMOUNTS**

Section 3.18 (Payment Methods and Amounts) above applies to the Transfer Service, even in circumstances where the External Account is closed, and we are attempting to return funds to such Account.

## **9.3 TRANSFER CANCELLATION REQUESTS**

You may cancel a transfer at any time until it begins processing (as shown in the Transfer Service).

## **9.4 STOP PAYMENT REQUESTS**

If you desire to stop any transfer that has already been processed, you must contact customer care for the Transfer Service pursuant to Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. 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 applicable fee schedule.

## 9.5 TRANSFER SERVICE FEES AND ADDITIONAL CHARGES

You are responsible for paying all fees associated with your use of the Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Transfer Service or Site. Any applicable fees will be charged regardless of whether the Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Transfer 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 3.16 (Failed Or Returned Payment Instructions) above applies if you do not pay our fees and charges for the Transfer 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 3.16 (Failed Or Returned Payment Instructions) above should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

## 9.6 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.

## 9.7 RETURNED OR FAILED TRANSFERS

In using the Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. 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.

## 9.8 DEFINITIONS

“Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

“Eligible Transaction Account” is as defined in Section 3.33 (Definitions) above, except that it shall be limited to a checking, money market or savings account that you hold with us.

“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.

“Transfer Instruction” is a specific Payment Instruction (as defined in Section 3.33 (Definitions) above) that you provide to the Transfer Service for a transfer of funds.

# 10. ADDITIONAL TERMS AND CONDITIONS FOR ZELLE® AND OTHER PAYMENT SERVICES

## 10.1 DESCRIPTION OF ZELLE® AND OTHER PAYMENT SERVICES

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

- b. In addition to the Zelle® Payment Service, we provide other payment services under these Additional Terms and Conditions for Zelle® and Other Payment Services (“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 these Zelle® and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle®, we may ultimately send those transactions via Zelle® when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle® Payment Service, not the Other Payment Services. The term “Zelle® and Other Payment Services” means the Zelle® Payment Service and the Other Payment Services.
- c. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle® mobile handset application (“Zelle® Standalone Locations”), and if you choose to initiate or receive a payment at a Zelle® Standalone Location, you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle® Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available twenty-four (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 on the days and times specified in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers).
- d. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other 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.

## 10.2 PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

- a. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 3.17 (Compliance with Laws; Acceptable Use) above and Section 10.20 (Zelle® Prohibited Payments) below, 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 the Zelle® Payment Service or share your Credentials

with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as a legal guardianship or pursuant to a power of attorney.

- b. This Section 10.2(b) does not apply to the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes, or for any unlawful purpose.
- c. 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 of the Section 10.5 (Requesting Payments) below. 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. 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.
- e. 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 canceled and returned to you because the processing of the Payment Instruction could not be completed.
- f. 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.
- g. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, 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;
  2. The Zelle® and Other Payment Services are not working properly, and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  3. The payment is refused as described in Section 10.6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below;
  4. You have not provided us with the correct information, including, but not limited to, the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- h. 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.

### 10.3 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 10.6 (Payment Cancellation, Stop Payment Requests and Refused Payments) 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, described above in Section 2.5 (Notice of Errors and Questions About Your Electronic Transfers).
- 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.

## 10.4 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 Service payments may be canceled by the Sender as set forth in Section 10.6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® Payment Request, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle® Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service or at a Zelle® Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need, or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® Payment Requests, from others through the Zelle® Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

## 10.5 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.

## 10.6 PAYMENT CANCELLATION, STOP PAYMENT REQUESTS AND REFUSED PAYMENTS

This Section only applies to the Other Payment Services and those Zelle® Payment Services transactions that can be canceled in the limited circumstances set forth in Section 10.3 (Sending Payments) above. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically canceled 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.

## 10.7 CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES

Section 3.20 (Text Messages, Calls and/or Emails to You) above does not apply to Zelle® Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, 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 these Zelle® and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, 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 from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 1-888-797-7711. 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<sup>®</sup> and Other Payment Services. Users of the Zelle<sup>®</sup> 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.

## **10.8 SERVICE FEES AND ADDITIONAL CHARGES**

You are responsible for paying all fees associated with your use of the Zelle<sup>®</sup> and Other Payment Services. Applicable fees will be disclosed in the Account Information Statement, user interface for, or elsewhere within, the Zelle<sup>®</sup> and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle<sup>®</sup> 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<sup>®</sup> 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 3.16 (Failed Or Returned Payment Instructions) above applies if you do not pay our fees and charges for the Zelle<sup>®</sup> and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

## **10.9 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.

## **10.10 RETURNED PAYMENTS**

In using the Zelle<sup>®</sup> 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<sup>®</sup>. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle<sup>®</sup> Payment Service.

## **10.11 CONSENT TO SHARE PERSONAL INFORMATION (INCLUDING ACCOUNT INFORMATION)**

In addition to 3.15 (Information Authorization) above, 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 terms of our Privacy Policies.

## 10.12 WIRELESS OPERATOR DATA

In addition to Section 3.15 (Information Authorization) above, you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle® Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, Verizon, or any other branded wireless operator) to 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 (Section 3.22 (Your Privacy) above) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## 10.13 LIABILITY

Subject to our obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

## 10.14 DISCLAIMER OF WARRANTIES

Section 3.31 (Exclusions of Warranties) above does not apply to Zelle® Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE 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® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## 10.15 LIMITATION OF LIABILITY

Section 3.32 (Limitation of Liability) above does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

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

## 10.16 INDEMNIFICATION

Section 3.28 (Indemnification) above does not apply to Zelle® Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

## 10.17 USE OF OUR ONLINE BANKING SITE AND/OR MOBILE APP

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

## 10.18 YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Section 2.4 (Your Liability) shall not apply to the Zelle® Payment Service. Immediately following your discovery of an unauthorized Zelle® Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above. 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 prove 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 only apply to Eligible Transaction Accounts used for personal, family and household purposes.

## 10.19 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: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) 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 alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile 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.

## 10.20 Zelle® Prohibited Payments

The following types of payments are prohibited through the Zelle® Payment Service, and we have the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate Section 3.17 (Compliance with Laws; Acceptable Use) above; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court-ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of the payments listed above through the Zelle® Payment Service. We encourage you to provide notice to us by the methods described in Section 2.5 (Notice of Errors or Questions About Your Electronic Transfers) above of any violations of these Zelle® and Other Payment Terms or this Agreement generally.

## 10.21 DEFINITIONS

“Network Financial Institutions” means financial institutions that have partnered with Zelle®.

“Receiver” is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.

“Requestor” is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.

“Sender” is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.

“User” means you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle®.

“Zelle® Payment Request” means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle® Payment Service.

“Zelle® Small Business Service” means functionality, to the extent made available by us, that enables a small business 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. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of “Zelle® Payment Service.”

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

## 10.22 ARBITRATION

You acknowledge and agree that for any claims or disputes that you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce against you the provisions of the Account Agreement regarding alternative dispute resolution (ADR), settlement conference, mediation, arbitration, waiver of jury trial, and waiver of class action.

# 11. ADDITIONAL TERMS AND CONDITIONS FOR SPENDING

## 11.1 DEFINITIONS

The following definitions apply with respect to Spending:

“Service Information” means information about your third party accounts, data, passwords, user names, PINs, other login information, materials and other content you submit to use through Spending, together with information that we create or compile about your use of Spending or that relates to your use of Spending.

“Third Party Accounts” means the accounts and relationships that you maintain with third party financial institutions with respect to which you may retrieve information using Spending.

## 11.2 DESCRIPTION OF SERVICE

Spending is a financial information management service that provides tools and services that allow you to consolidate, track, and manage financial information from various sources within one convenient application. Subject to the terms and conditions of this Agreement, you may use Spending to retrieve information maintained online by third party financial institutions with which you have customer relationships. Spending is not intended to provide legal, tax, or financial advice, and in providing Spending, we do not act as a financial planner, tax advisor, or any other type of professional advisor. You should consult a qualified professional for advice. We make no warranty or representation regarding the results that may be obtained from the use of Spending.

## 11.3 ACCESS TO YOUR THIRD PARTY ACCOUNTS

When you use Spending to retrieve information about your Third Party Accounts, you authorize us to access on your behalf the websites of the financial institutions that maintain such Third Party Accounts in order to retrieve the Third Party Account Information requested by you, and you hereby appoint us as your agent for this limited purpose. You hereby represent to us that you are a legal owner of each Third Party Account that you request us to access and that you have the right and authority to designate us as your agent in connection with your use of Spending. If any Third Party Account is owned by you jointly with other owners, you represent and warrant that each other joint owner has consented to your use of Spending in connection with that Third Party Account. You may not use Spending to initiate transactions to or from your Third Party Accounts or to provide notices or instructions affecting such Third Party Accounts to the financial institutions that maintain them. You are solely responsible for all fees and charges

associated with your Third Party Accounts and for compliance with all terms and conditions governing or related to such Third Party Accounts. You acknowledge and agree that we are in no way responsible or liable for your Third Party Accounts or any products or services related to your Third Party Accounts, or for any acts or omissions by the financial institutions that maintain such Third Party Accounts, including, but not limited to, any modification, interruption or discontinuance of any Third Party Account or any related product or service by such financial institutions. For all purposes of Spending, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the websites of the financial institutions that maintain your Third Party Accounts, to retrieve information, and to use such information, all as described in the terms of this Service, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person or otherwise. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that our third party service providers and contractors shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you.

#### **11.4 ACCURACY OF INFORMATION YOU PROVIDE**

You agree to provide true, accurate, current and complete information about yourself and your Third Party Accounts as requested through Spending, and you agree not to misrepresent your identity or information related to your Third Party Accounts, which information may include user names, passwords or other access devices for such Third Party Accounts. You agree to keep all of such information current and accurate. You acknowledge that we will rely on information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further confirmation. You acknowledge and agree that financial institutions receiving requests through Spending for the release of Third Party Account information may rely and act upon such requests. If such instructions identify a financial institution and/or a Third Party Account by name and number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You acknowledge that financial institutions may not investigate discrepancies between names and numbers. We shall have no liability for any losses resulting directly or indirectly from any of your errors, duplications, ambiguities or misrepresentation in the information that you provide.

#### **11.5 VERIFICATION OF INSTRUCTIONS**

You acknowledge and agree that any financial institution maintaining a Third Party Account may contact us to verify the content and authority of instructions and any changes to those instructions. You agree that we, as your agent, may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Third Party Account. You agree to allow us to authorize any financial institution that maintains a Third Party Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed to by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Third Party Account information based solely on these communications.

#### **11.6 COMMUNICATIONS**

You authorize us to select and use any means we deem suitable to provide instructions to any financial institution that maintains a Third Party Account. These means may include banking, electronic, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern applicable systems and networks, including, but not limited to, the rules and regulations of the Clearing House Interbank Payments System (CHIPS) and the National Automated Clearing House Association (NACHA).

#### **11.7 INFORMATION FROM THIRD PARTY ACCOUNTS**

We have no responsibility to review Third Party Account information that is retrieved through Spending for accuracy, legality, or non-infringement, or for any other purpose. We will not be liable for technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other Spending interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications, or personalization settings. We make no representation or warranty that any Third Party Account information displayed through Spending is the most complete or current information relating to the Third Party Account that is available from the financial institution that maintains such Third Party Account. You should contact the financial institution that maintains your Third Party Account for verification and confirmation of any information relating to the Third Party Account. Not all types of Third Party Accounts are accessible through Spending, and we reserve the right to qualify or disqualify any types of Third Party Accounts that may be eligible for Spending in our sole and absolute discretion. It is your responsibility to check with the financial institutions that maintain your Third Party Accounts for restrictions

regarding your retirement, savings, trust, loan, custodial, business, corporate and other account types. You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of (i) our access to your Third Party Accounts, (ii) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the Third Party Accounts, or the untimeliness of any such information, (iii) any charges imposed by any financial institution that maintains any Third Party Account, (iv) the action or inaction of any financial institution that maintains any Third Party Account, and/or (v) any action or inaction by you in reliance on any information obtained by you from or through Spending.

## **12. ADDITIONAL TERMS AND CONDITIONS FOR MORTGAGE ACCOUNT ACCESS**

Mortgage Account Access is provided through the Services by our Service Provider (which may be changed by us from time to time) and is subject to the separate terms and conditions, if any, promulgated by such Service Provider. When you access Mortgage Account Access through the Services, you will leave our Site and be directed to a website hosted by our Service Provider.

## **13. SPECIAL PROVISIONS FOR COMMERCIAL USERS OF SERVICES**

**THE TERMS AND PROVISIONS OF THIS PART SUPPLEMENT THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT AND ARE APPLICABLE TO YOU TO THE EXTENT THAT YOU ARE A NON-CONSUMER USER OF THE SERVICES. THE TERMS AND PROVISIONS OF THIS PART DO NOT APPLY TO YOU TO THE EXTENT THAT THE SERVICES ARE USED BY YOU, OR THE APPLICABLE ACCOUNT HAS BEEN ESTABLISHED BY YOU, PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. IN THE EVENT THAT THE FOLLOWING TERMS AND PROVISIONS CONFLICT OR ARE INCONSISTENT WITH ANY OF THE OTHER TERMS AND PROVISIONS OF THIS AGREEMENT, THE FOLLOWING TERMS AND PROVISIONS SHALL GOVERN AND CONTROL THE CONFLICT OR INCONSISTENCY WITH RESPECT TO NON-CONSUMER USE OF THE SERVICES.**

### **13.1 CONSUMER PROTECTION INAPPLICABLE**

You acknowledge, represent and warrant that all of your accounts that may be accessed using the Services are not accounts established or used primarily for personal, family or household purposes. Accordingly, the provisions of the Act and any other laws or regulations, as well as any terms or provisions of this Agreement, intended for the protection of consumers or governance of transactions involving consumers, do not apply to any transactions affecting your accounts conducted through the Services. You acknowledge and agree that we reserve the right to refuse to process any transaction, inquiry or activity, in our sole and absolute discretion, without liability to you. Without limiting other limitations and exclusions set forth in this Agreement, to the fullest extent allowed by law, and subject only to our obligation to exercise ordinary care and good faith, you assume all risk related to or arising out of your enrollment in any of the Services, and you agree to be bound by any and all transactions and activity performed through the Services, whether authorized or unauthorized.

### **13.2 TRANSMISSION OF INFORMATION**

You agree that we may transmit confidential information, including (without limitation) confirmations of Credentials, to the current address shown in our records for any of your accounts or to your designated email address, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

### **13.3 AUTHORIZED USERS**

You acknowledge that anyone possessing Credentials may access and use the Services and/or your accounts. You agree to provide Credentials only to users authorized by you ("Authorized Users"). You bear sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software that ensure the security and integrity of your computer systems and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Credentials from any unauthorized discovery or use. You bear all risk of fraudulent transfers and other losses or disclosures arising from the unauthorized use of the Services or from the interception of your communications prior to their receipt by us. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Credentials. You agree to instruct each Authorized User not to disclose any Credentials to any unauthorized person.

Upon our request, you agree to designate a security administrator to whom we may distribute Credentials and with whom we may otherwise communicate regarding the use of Credentials and other security procedures. Your security administrator will be responsible for distributing, setting and establishing Credentials to and for your Authorized Users, for ensuring the proper implementation and use of the Credentials by your Authorized Users, and for establishing the scope of authority with respect to the

use of the Services by your Authorized Users. You agree to notify us immediately by calling us at the number provided in Section 2.5 of this Agreement if you believe that any Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users (including persons whose authority as Authorized Users or security administrators has been revoked). You agree that we shall have a reasonable opportunity to act upon any such notification from you.

#### **13.4 EXAMINING RECORDS AND REPORTING ERRORS**

You agree to examine your periodic account statements promptly and to routinely review transaction and account activity available through the Services, and you agree to notify us immediately of any discrepancies or unauthorized, duplicate or erroneous transactions or activity. You should notify us of such matters by contacting us as provided in Section 2.5 of this Agreement or as otherwise provided with respect to the particular Services. Without limiting the other terms, conditions, limitations, and provisions of this Agreement, you agree that you shall be precluded from asserting any claim whatsoever against us with respect to any transaction or activity conducted through the Services unless you notify us in writing that the transaction or activity was unauthorized, duplicate or erroneous within thirty (30) calendar days after we send or make available to you a notice through the Services or periodic statement reasonably identifying that transaction or activity.

#### **13.5 ORGANIZATIONAL AUTHORITY**

You represent and warrant to us that your acceptance and performance of this Agreement, and the execution of any transactions and activity by you or on your behalf through the Services, are within your organizational power and have been duly authorized by all necessary organizational action. You further represent and warrant that the person who accepts this Agreement on your behalf and any person who at any time initiates any transaction or activity through the Services in such person's capacity as your agent, representative or other authorized capacity has been duly authorized to do so, and that this Agreement, together with any transaction or activity initiated through the Services by any such person, constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.