

*United Midwest Savings Bank, N.A.  
De Graff, Ohio*

## **ONLINE BANKING AGREEMENT AND DISCLOSURE**

### **WELCOME TO ONLINE BANKING!**

You may bank with us seven (7) days a week from anywhere you have access to the internet. Online Banking Services available:

- Account Summaries
- eStatements
- Free Bill Payments
- Funds Transfers
- Loan Payments
- Mobile Banking
- Online Account Opening
- Transaction Histories
- Zelle®

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of our Online Banking Services, as well as the rights and obligations of the Bank. Please read this Agreement carefully. As an authorized account holder, you must abide by the terms and conditions of this Agreement, and those provided to you at the time your account was opened, to use our Online Banking Services. By requesting and using one of these services, you agree to comply with the terms and conditions of this Agreement.

### **ONLINE BANKING REQUIREMENTS**

To begin using our Online Banking Services you will need a computer with internet access, an email address, and a bank account with us.

### **DEFINITIONS AND TERMS**

"**The Bank**" and "**Bank**" mean United Midwest Savings Bank, N.A.

"**You**" and "**Your**" refer to the account owner(s) authorized by the Bank to receive eStatements and/or other Online Banking Services under this Agreement.

"**Customer Service**" means Customer Service personnel designated to assist United Midwest Savings Bank, N.A. customers.

"**Agreement**" means these terms and conditions of our Online Banking Services including, but not limited

to, Bill Payment, Mobile Banking, eStatements, and Zelle®.

**"Account"** or **"Accounts"** mean your accounts at the Bank.

**"Authorized Account Holder"** or **"Authorized Account Owner"** refers to a person with authority (with respect to the account).

**"Online Account"** is a United Midwest Savings Bank, N.A. account from/to which you will be conducting transactions through our Online Banking Services.

**"Online Banking"** is an Internet-based service providing access to your account(s) under the terms set forth in this Online Banking Terms and Conditions Agreement.

**"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.

**"Bill Payment"** is an Internet-based service providing payments to the Bank or to third parties from your designated account(s).

**"Bill Pay Account"** is the account from which you initiate a bill payment.

**"Billing Account"** is the checking account from which all service fees will be automatically debited.

**"Business Day(s)"** refers to any calendar day other than Saturday, Sunday, or any holiday recognized by the Bank. For Bill Payments and Zelle, holidays recognized by the Federal Reserve Bank are also excluded.

**"User ID"** is the identification code assigned to you for your connection to our Online Banking Services.

**"Password"** is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to our Online Banking Services.

**"Payment Account"** is the checking account from which bill payments will be debited.

**"Payment Instruction"** is the information provided by you to our Bank 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).

**"Payment Initiation Date"** or **"Scheduled Payment Date"** is what you enter into Online Banking Services when setting up a bill payment. This is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**"Due Date"** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

**"Scheduled Payment"** is a payment that has been scheduled through Online Banking Services but has not begun processing.

**"Online Banking Services" or "Service"** means the Online Banking, Bill Payment, and/or eStatements Online Banking Services offered by the Bank. The Bill Payment Online Banking Services is offered by the Bank through CheckFree Online Banking Services Corporation, a subsidiary of Fiserv Solutions, Inc.

**"Time of Day"** refers to Eastern Time (ET).

## **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

This agreement between You and United Midwest Savings Bank, N.A. governs your use of our Online Banking Services.

By selecting the "I Accept" button, you represent and warrant (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with the Bank for the provision of certain of our Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with our Online Banking Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- You will check your email regularly for notices from the Bank.
- You are providing accurate, current and truthful registration and contact information (including your email address) and that you will keep this information up to date with the Bank.
- We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into an Agreement electronically that will govern all future transactions you conduct using the Online Banking Services.
- We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial online banking services laws or regulations in connection with the Online Banking Services, electronically as a part of the Agreement or otherwise as a part of the Online Banking Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Online Banking Services, we only provide these documents electronically.
- You have the right at any time to withdraw, without bank charges, your consent to receive information electronically. However, because the Agreement and the information are provided only in electronic format your withdrawal of consent will terminate all access to our Online Banking Services.
- If you wish to withdraw consent to receive information electronically, to terminate the Online Banking Services, or to update your information such as an address or email address please write

a letter and send it to:

**United Midwest Savings Bank, N.A.**  
**Attn: Customer Service/Deposit Operations**  
**955 County Line Road West**  
**Westerville, OH 43082**

You should print and/or save this Agreement for your records. To print, click on the Print Disclosure link provided at the top and/or bottom of this Agreement.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the Cancel option.

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by United Midwest Savings Bank, N.A. from time to time. In such event, we shall provide notice to you. Any use of the Online Banking Services after we provide you with a notice of change will constitute your agreement with such change(s). Further, United Midwest Savings Bank, N.A., may from time to time, revise or update the applications, Online Banking Services, and/or related material, which may render all such prior versions obsolete. Consequently, the Online Banking Services reserves the right to terminate this Agreement as to all such prior versions of the applications, Online Banking Services, and/or related material and limit access to only the Online Banking Services' more recent revisions and updates. In addition, as part of the Online Banking Services, you agree to receive all legally required notifications via electronic means.

## **ALERTS/MESSAGES**

**Alerts.** Your enrollment in United Midwest Savings Bank, N.A. Online Banking and/or Mobile Banking (the "Online Banking Services") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your United Midwest Savings Bank, N.A. account(s). Alerts are provided within the following categories:

- **Mandatory** Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Alerts.
- **Account** Alerts provide you with notification of important account activities or when certain changes are made to the Online Banking Services accounts, such as **scheduled payments made, scheduled payments canceled and mobile deposits**. These Alerts are automatically activated for you. Although you may suppress Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Online Banking Services accounts.
- **Additional** Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within the Bank's Online Banking and Mobile Banking Manage Alerts menus.

Account Alerts and Additional Alerts must be managed and/or added online through the Online Banking Services. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. United Midwest Savings Bank, N.A., reserves the right to terminate its Alerts Online Banking Services at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification, (c) an email account, by an email message, or (d) your United Midwest Savings Bank, N.A. Online Banking message inbox. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the Online Banking Services providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts Online Banking Services. Please be advised that text or data charges or rates may be imposed by your EndPoint Online Banking Services provider. Alert frequency varies by account and preferences. You agree to provide us with a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us regarding your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP" to 48179 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in United Midwest Savings Bank, N.A. Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 48179. In case of questions please contact Customer Service at 800-686-2052. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** United Midwest Savings Bank, N.A. provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factors affecting your mobile phone Online Banking Services provider, internet Online Banking Services provider(s), and other factors outside United Midwest Savings Bank, N.A.'s control. We guarantee neither the delivery nor the accuracy of the contents of each Alert. You agree to not hold United Midwest Savings Bank, N.A., its directors, officers, employees, agents, and the Online Banking Services providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## **ACCESS TO THE ONLINE BANKING SERVICES**

You can access your eligible accounts through Online Banking or Bill Payment Online Banking Services and the Bank will provide online instructions describing how to use our Services. To gain access to the Online Banking Services(s), you will need your User ID and Password.

## **HOURS OF OPERATION**

The Online Banking Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which routinely are performed on Monday and Thursday mornings between 12:00 am ET and 6:00 am ET. You may receive an error message "Enterprise Server Unavailable" while this maintenance is being performed.

If the transaction is initiated after 9:30 pm ET, Monday through Thursday, it will be posted by 7:00 am ET the next business day. If the transaction is initiated after 10:15 pm ET on Friday, it will be posted by 7:00 am ET on Saturday. If the transaction is initiated after 6:15 pm ET on Saturday, it will be posted by 7:00 am ET on the following Monday.

## **USING YOUR SECURITY PASSWORD**

The safety of your personal account information is of utmost importance to the Bank. We go through great lengths to protect confidentiality and the security of your account and urge you to do the same.

You are responsible for all payments you authorize using the Online Banking Services. If you permit others to use our Online Banking Services or your password or other means to access your account, you are responsible for any transactions they authorize.

For security reasons, we will require the use of an individualized Password to gain access to the Online Banking Services. You agree not to allow anyone to gain access to Online Banking or to let anyone know your Password used with Online Banking Services. You agree to assume responsibility for all transactions initiated through the Online Banking Services with your User ID, up to the limits allowed by applicable law.

If you incorrectly enter your password three (3) times, you will be prevented from accessing our Online Banking Services. If you were prevented from access due to an incorrect password, please contact us at 800-686-2052.

While the Bank continues to provide our customers with the level of online security that we believe is necessary and appropriate, customers who share their User IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they might be entitled. Your login Password is confidential information that should be known only by you. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your login password confidential. **No United Midwest Savings Bank, N.A. employee will ever call and ask you for your User ID or Password.**

## **LOST OR STOLEN PASSWORDS**

If your password has been lost or stolen, please call Customer Service immediately at 800-686-2052, Monday through Friday, 9:00 am ET to 5:00 pm ET. During closing hours, please leave a voice message so we can contact you on the next business day. Telephoning the Bank is the best way of minimizing your losses. You may also restore the security of the Online Banking Services by immediately changing your Password.

If you believe your Password or any other method of accessing your account has been lost or stolen, and you notify us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you fail to notify us within that time and we can prove that a timely notice may have prevented unauthorized use, your liability may increase to as much as \$500.00. You must also promptly review your account statements and report any unauthorized transactions. If you do not notify us within sixty (60) days after the statement was sent, you may be responsible for any losses occurring after that period if we can prove that transfers without your authorization could have been prevented. We may extend these time frames if you have a valid reason, such as extended travel or hospitalization, that prevented you from notifying us.

## **BANKING TRANSACTIONS WITH ONLINE BANKING SERVICES**

In addition to viewing account information, you may use our Online Banking Services to conduct the following transactions:

- Transfer funds between your Bank accounts (checking, savings, money market, loan and line of credit accounts)
- Initiate Bill Payments
- Initiate Zelle® payments or requests for payments

## **ACH TRANSFER AUTHORIZATION**

By providing your bank account information, you authorize the Bank to initiate electronic (ACH) transfers from your account at another financial institution. You understand and agree that:

- Transfers may take 1-3 business days to process.
- Sufficient funds must be available in your external account at the time of transfer.
- You are responsible for providing accurate account information.
- Transfers may be subject to limits, fees, or additional verification requirements.
- Unauthorized or incorrect transfers must be reported promptly in accordance with applicable regulations.

By proceeding with any ACH transfers, you acknowledge and agree to these terms.

## ERRORS AND QUESTIONS

### (a) Initial and Annual Error Resolution Notice (§§ [1005.7\(b\)\(10\)](#))

In case of errors or questions about your Electronic Transfers, telephone us at 800-686-2052, email Customer Service at [CustomerService@umwsb.com](mailto:CustomerService@umwsb.com) or send a letter as soon as possible to the address below if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt:

**United Midwest Savings Bank, N.A.**  
**Attn: Customer Service/Deposit Operations**  
**955 County Line Road West**  
**Westerville, OH 43082**

We must hear from you no later than 60 days after we sent the FIRST statement on which the error or issue appeared. We will need:

- Your name and account number.
- Description of the error or the transfer you are unsure about.
- The explanation – as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the error or issue.
- The date on which the error or issue occurred.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your issue or question. If we decide to do this, we will credit your account within ten (10) business 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 issue or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your issue or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you about 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 you may ask for copies of the documents that we used in our investigation.

### (b) Error resolution notice on Periodic Statements (§§ [1005.8\(b\)](#))

In case of errors or questions about your Electronic Transfers, telephone us at 800-686-2052, email Customer Service at CustomerService@umwsb.com or send a letter as soon as you can if you think your statement or receipt is not correct or if you need more information about a transfer listed on the statement or receipt:

**United Midwest Savings Bank, N.A.**  
**Attn: Customer Service/Deposit Operations**  
**955 County Line Road West**  
**Westerville, OH 43082**

We must hear from you no later than 60 days after we sent the FIRST statement on which error or issue appeared. We will need:

- Your name and account number.
- Description of the error or the transfer you are unsure about.
- The explanation – as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the error or issue.
- The date on which the error or issue occurred.

We will investigate your issue or error and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account with 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.

You agree that the Bank may respond to you by email regarding any claim of unauthorized electronic fund transfer related to the Online Banking Services. Any such electronic mail sent to you by the Bank shall be considered received within three (3) business days of the date sent by the Bank, regardless of whether you sign onto the Online Banking Services within that time frame.

## **LIMIT OF THE BANK'S RESPONSIBILITY**

The Bank agrees to make reasonable efforts to ensure full performance of Online Banking, Bill Payment, eStatements, and other of the Online Banking Services. The Bank will be responsible for acting only on those instructions sent through Online Banking which are received and cannot assume responsibility for circumstances over which the Bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any

investment or other decision made using this information.

The Bank is not responsible for any fees incurred for internet access, or for any computer virus or related problems that may be attributable to the services provided by internet access to the Online Banking Services provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing transactions on our Online Banking Services. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of the Bank's liability shall be as expressly set forth herein. Under no circumstances will the Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether foreseeable. By consenting to using the Online Banking Services, you agree to waive all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

## **THE BANK'S RESPONSIBILITY**

The Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested, or
- Cancel Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of the Bank, you do not have enough money in your account to make the transfer.
- Through no fault of the Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure for breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- You have not properly followed the scheduling instructions, included in this Agreement to make a transfer or the Payee refuses the Online Banking Services.
- For the failure of any payee to correctly account for or credit the payment in a timely manner.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- For changes to the Payee's address or account number (unless you have advised us of the change within three (3) business days in advance).

- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a Credit Agreement, or any other Agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in other Agreements with you. In no event shall we be liable for damages more than your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you within reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct erroneous transactions that have been processed.

## **ELECTRONIC MAIL**

If you send the Bank an electronic mail (email) message through the Online Banking Services, the Bank will be deemed to have received it on the following business day. Emails will be answered within a reasonable time frame.

You should not rely on email if you need to communicate with the Bank immediately (e.g., report an unauthorized transaction or place a stop payment). You agree that the Bank may respond to you by email regarding any matter related to the Online Banking Services, including responding to any claim of unauthorized electronic funds transfers that you make. Any such email sent to you by the Bank shall be considered received within three (3) days of the date sent by the Bank, regardless of whether you sign onto our Online Banking Services within that time frame.

## **OTHER AGREEMENTS**

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the Agreements applicable to each of your Online Accounts. Your use of the Online Banking Services is your acknowledgement that you have received these Agreements and intend to be bound by them. You should review other disclosures you received when you opened your accounts with the bank, including the charges that may be imposed for electronic funds transfers, the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. All terms and conditions of the disclosure provided to you at account opening, including but not limited to, the Truth in Savings Disclosure, Regulation E Disclosure, Deposit Agreement, and Terms and Conditions apply to the Online Banking Services.

## **CHANGE IN TERMS**

The Bank may change any term of this Agreement at any time. If the change would result in increased fees for any bank Online Banking Services, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to

maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, a notice to any one account owner will be effective for all. We reserve the right to waive, reduce, or reverse changes for fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosure govern changes to fees applicable to specific accounts.

The Bank may modify the terms and conditions applicable to our Online Banking Services from time to time upon mailing or delivering a notice of the modifications to you at the address we have on record, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and shall be considered received within three (3) business days after it has been sent.

## **PRIVACY NOTICE**

You may access our notice by clicking on the Privacy Notice link on any of our websites at [www.umwsb.com](http://www.umwsb.com) or at [www.simplefinancing.umwsb.com](http://www.simplefinancing.umwsb.com).

## **INACTIVITY/TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the Agreement governing the deposit accounts which you access using our Online Banking Services. We have the right to terminate your Service privileges under the Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not in good standing. We will promptly notify you if we terminate this Agreement or your use of our Online Banking Services for any reason.

We may convert your account to inactive status if you do not sign onto the Online Banking Services or have any transaction scheduled through the Online Banking during any consecutive 180-day period. If your account is considered inactive, you must contact us to have the Service activated before you are able to schedule any transactions.

**To cancel your Online Banking Services, you must notify the Bank. Your notification must include your name, address, and the effective date to stop the Online Banking Services. You may contact the Bank at the address noted below in the “Communications Between the Bank and You” section.**

Any payment(s) that the Service has already processed before the requested cancellation date will be completed. All scheduled payments, including recurring payments, will not be processed once the Service is cancelled. United Midwest Savings Bank, N.A., may terminate or suspend Online Banking Services to you at any time. Neither termination nor suspension shall affect your liability or obligations

under this Agreement.

## **GOVERNING LAW**

This Agreement is governed by the applicable State and Federal laws. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE BANKS ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE ONLINE BANKING SERVICES.

## **FEE SCHEDULE, BILL PAY ONLINE BANKING SERVICES FEES AND ADDITIONAL CHARGES**

The Bank offers the benefits and convenience of the Online Banking Services to you at no extra monthly service charge. Account research, stop payment charges, and overdraft charges will be assessed at the rates published on our Fee Schedule and deducted from your Bank account. Any financial fees associated with your standard deposit accounts will continue to apply. All fees are subject to change. The Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

Any applicable fees will be charged regardless of whether the Online Banking Services were used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bank to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you.

Zelle® fees may also be applicable based on usage and the transactions completed. You are responsible for all telephone access fees and/or Internet Online Banking Services fees that may be assessed by your telephone and/or Internet service provider.

## **ELECTRONIC DELIVERY OF DISCLOSURES, NOTICES, AND STATEMENTS**

By completing the consent agreement, you agree to permit the Bank to make disclosures and provide notices to you in electronic form, instead of providing such notices and disclosures in written form.

Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law because of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide you with under applicable Federal and State statutes and their implementing regulations, as amended from time

to time.

Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your election also authorized us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

## **TERMS AND CONDITIONS OF YOUR ELECTRONIC STATEMENT AGREEMENT**

By entering into this Agreement, you accept all the terms and conditions contained in the Agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your Bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable Federal laws and the laws of the State of Ohio. If any provision of the Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not reassign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement.

We will send all notices, attachments and/or documents via email to the last known email address provided by you. You agree to notify us promptly in writing by letter sent via U.S. mail or by calling us at 800-686-2052 of any change of your email address. For your protection and for security purposes, we will not accept any change of your email address via email. If you have not notified us in writing of any change in your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. If we become aware that you are not receiving emails, we will send all notices, attachments and/or documents to you via U.S. mail to your last address known to us.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. United Midwest Savings Bank, N.A., may assign this Agreement to any future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

United Midwest Savings Bank, N.A., shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank 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.

## **CAPTIONS**

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

## **CONSENT TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENTS**

You have the right to receive monthly, printed Account statements mailed to your mailing address of record. By entering into this Agreement, you understand that the Bank will cease providing you with printed statements in the mail, and that all future account statements will be maintained on a website that you may access to obtain, review, print, and otherwise copy/download your periodic statements.

Each month we will send a notice to you advising you of the availability of your eStatements. You may then access your statements via a link to our website using the procedures we authorize. You agree to notify us immediately, via telephone, facsimile, or email of any change in your email address.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements electronically, you agree to notify the Bank in person, via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed below in the section entitled "**Communications Between the Bank and You.**"

## **SECURITY**

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatements for each of your Bank accounts as soon as you receive/access them. You agree to protect the confidentiality of your account and account number, and your User ID and Password. You understand that your User ID and Password by itself or together with information related to your account may allow unauthorized access to your account. Data transferred via eStatements are not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or email transmitted to and from us, will not be monitored or read by others.

## **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this

Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will always be available. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damage under or by reason of any Online Banking Services or products provided under this Agreement or by reason of your use of eStatements including loss of profits, revenue, data, or use by you or any third party, whether in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its divisions or affiliates exceed the amounts paid by you for the Service provided to you through eStatements.

## **COMMUNICATIONS BETWEEN THE BANK AND YOU**

Unless this Agreement provides otherwise, you can communicate with us in any of the following ways:

**Telephone** - Contact us at 800-686-2052

**Facsimile** - Send a fax to us at 614-442-7098

**U.S. Mail** - Write to us at:

**United Midwest Savings Bank, N.A.**

**Attn: Customer Service/Deposit Operations**

**955 County Line Road West**

**Westerville, OH 43082**

## **CONSENT TO ELECTRONIC DELIVERY OF NOTICES**

We will send all notices, attachments and/or documents via email to the last known email address provided by you. You agree to notify us promptly in writing (by letter sent via U.S. mail) or by calling us at 800-686-2052 of any changes to your email address. For your protection and for security purposes, we will not accept any change of email address notices via email. If you have not notified us in writing of any change to your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. If we become aware that you are not receiving email, we will send all notices, attachments and/or documents to you via U.S. mail to your last address known to us.

## **eSTATEMENT PROCEDURES**

You will receive an email shortly after the end of each statement period (not all accounts generate monthly statements) with your eStatements. You may link to the Bank's eStatement site by clicking on the link in the email. Clicking this link will take you to the Login page for the eStatements. You will need to enter your User ID and Password to view your eStatements.

## **BILL PAYMENT ONLINE BANKING SERVICES GUARANTEE**

Due to circumstances beyond the control of United Midwest Savings Bank, N.A., particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to

be credited to your account. The Bank will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date if the payment was scheduled in accordance with the guidelines described under "**Payment Scheduling**" in this Agreement.

## **BILL PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date for 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. Schedule Payment Dates must be prior to any late date or grace period.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Bank with names and account information of Billers to whom you wish to direct payments, you authorize the Bank to follow the Payment Instructions that it receives through the payment system. To process payments more efficiently and effectively, United Midwest Savings Bank, N.A., may edit or alter payment data or data formats in accordance with Biller directives.

When Online Banking Services receives a Payment Instruction, you authorize the Service to debit your Payment Account and send the funds on your behalf, so they arrive as close as reasonably possible to your designated Scheduled Payment Date. You also authorize the Bank to credit your Payment Account for payments returned by the U.S. Postal Service or the Biller, or for payments sent to you on behalf of another authorized user of our Online Banking Services.

The Online Banking Services will use its best efforts to make all your payments properly. However, the Bank shall incur no liability, and any Online Banking Services Guarantee shall be void if the Online Banking Services is unable to complete any payments initiated by you because of the existence of one or more of the following circumstances:

1. If, through no fault of the Bank, your Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account.
2. The payment processing center is not working properly, and you know or have been advised by the Bank about the malfunction before you execute the transaction.
3. You have not provided the Bank with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller.
4. Circumstances beyond control of United Midwest Savings Bank, N.A. (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bank has taken reasonable precautions to avoid those circumstances.

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

## **PAYMENT METHODS**

The Bank reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic-to-check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Online Banking Services has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted in a timely manner.

## **STOP PAYMENT REQUEST FOR BILL PAYMENTS**

The Bill Payment Online Banking Services' ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Bank 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 Service. Although the Bank will make every effort to meet your request, the Bank will have no liability for failing to do so. The Bank may also require you to present your request in writing within 14 days. The charge for each stop payment request will be the current charge for such services as set out in the applicable fee schedule.

## **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Online Banking Services.

## **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through our Bill Payment Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bank be liable for any claims or damages resulting from your scheduling of these types of payments. The Online Banking Services Guarantee, as it applies to any late payment-related charges, is void when these types

of payments are scheduled and/or processed by our Service. The Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolutions for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bank.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Online Banking Services' electronic bill options, you also agree with the following:

**Information Provided to the Biller** - The Bank is unable to update or change your personal information such as, but not limited to, name, address, phone number and email address, with the electronic Biller. Any changes will need to be made by contacting 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. The Bank may, at the request of the Biller, provide to the Biller your email address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Service and/or bill information.

**Activation** - Upon activation of the electronic bill feature the Bank may 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 60 days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement is at the sole discretion of the 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.

**Authorization to Obtain Bill Data** - Your activation of the Bill Payment Service for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

**Notification** - The Bank will use its best efforts to present all your electronic bills promptly. In addition to notification within the Online Banking Services, the Bank may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log into our Online Banking Services and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**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 time frame for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to 60 days, depending on the billing cycle of each Biller. The Bank will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to plan for an alternative form of bill delivery. The Bank will not be responsible for presenting any electronic bills that are already in

process at the time of cancellation.

**Non-Delivery of Electronic Bill(s)** - You agree to hold United Midwest Savings Bank, N.A. harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**Accuracy and Dispute of Electronic Bill** - The Bank is not responsible for the accuracy of your electronic bill(s). The Bank is 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 addressed with the Biller directly.

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

## **EXCLUSIONS OF WARRANTIES**

THE ONLINE BANKING 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **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 ONLY in the following situations:

1. Where it is necessary to complete transactions.
2. Where it is necessary to activate additional Online Banking Services.
3. To verify the existence and condition of your account to a third party, such as a credit bureau or biller.
4. To a consumer reporting agency for research purposes only.
5. To comply with a governmental agency or court orders.
6. If you give us your written permission.

## **FAILED OR RETURNED BILL PAYMENT TRANSACTIONS**

In using the Online Banking Services, you are requesting the Bank to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bank. In such case, you agree that:

1. You will reimburse the Bank immediately upon demand for the transaction amount that has been returned to the Online Banking Services.
2. For any amount not reimbursed to the Bank within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed.
3. You will reimburse the Bank for any fees imposed by your financial institution because of the return.
4. You will reimburse the Bank for any fees it incurs in attempting to collect the amount of the return from you.
5. The Bank is authorized to report the facts concerning the return to any credit reporting agency.

In using the Online Banking Services, you understand that Billers and/or the United States Postal Service may return payments to the Bank 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 Bank will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Payment Account. You may receive notification from the Bank.

## **BILLER LIMITATION**

The Bank reserves the right to refuse to pay any Biller to whom you may direct a payment. The Bank will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Online Banking Services may not be fulfilled if we cannot verify your identity or other necessary information. To verify ownership of the Payment Account(s) and/or Billing Account, the Bank may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account and require confirmation of such from you. Through your enrollment to our Online Banking Services, you agree that the Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bank 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).

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile and on your Payment Account is current and accurate. This includes, but is not limited to, name, address, phone number, and email address.

Changes can be made by contacting Customer Service. All changes made are effective immediately for

scheduled and future payments paid from the updated Payment Account.

**Account information.** The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **DISPUTES**

In the event of a dispute regarding the Online Banking Services, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the Agreement between you and the Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Bank or what Customer Service says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ZELLE® NETWORK ONLINE BANKING SERVICES**

This Zelle® and Other Payment Online Banking Services Terms of Online Banking Services document (hereinafter "Agreement") is a contract between you and United Midwest Savings Bank N.A. (hereinafter "we", "us" or "our") in connection with the Zelle® and Other Payment Online Banking Services (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Zelle® and Other Payment Online Banking Services and the portion of the Site through which the Zelle® and Other Payment Online Banking Services are offered.

## **ZELLE DEFINITIONS & TERMS**

"**ACH Network**" means the funds transfer system, governed by the NACHA Rules, that provides fund transfers Online Banking Services to participating financial institutions.

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

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

"**Eligible Transaction Account**" is a transaction account from which your payments will be debited, your Zelle® and Other Payment Online Banking Services fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Zelle® and Other Payment Online Banking Services.

"**Network Financial Institutions**" means financial institutions that have partnered with Zelle®.

**"Payment Instruction"** is the information provided for a Payment to be made under the Zelle® and Other Payment Online Banking Services, which may be further defined and described above in connection with the Zelle® and Other Payment Online Banking Services.

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

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

**"Requestor"** is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Online Banking Services.

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

**"Online Banking Services Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Zelle® and Other Payment Online Banking Services to you on our behalf.

**"Zelle® Small Business Online Banking Services"** means functionality, to the extent made available by us, that enables a small business User to (1) send requests for money through the Zelle® Payment Online Banking Services, and (2) send and receive Payment Instructions through the Zelle® and Other Payment Online Banking Services. Users that access the Zelle® and Other Payment Online Banking Services through a business account shall be classified as Zelle® Small Business Online Banking Services Users. The Zelle® Small Business Online Banking Services is included in the definition of "Zelle® Payment Online Banking Services".

## **DESCRIPTION OF ONLINE BANKING SERVICES**

- We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle® with us, or with another financial institution that partners with Zelle® (each a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described below. Zelle® provides no deposit account or other financial Online Banking 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 ONLINE BANKING SERVICES IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE ZELLE PAYMENT ONLINE BANKING SERVICES OR OTHER PAYMENT ONLINE

BANKING SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR WITH OR YOU DO NOT TRUST.

- In addition to the Zelle® Payment Online Banking Services, we provide other payment Online Banking Services under this Agreement. These additional Online Banking 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®. These payment Online Banking Services are referred to as “Other Payment Online Banking Services” in this Agreement. The term “Zelle® and Other Payment Online Banking Services” means the Zelle® Payment Online Banking Services and the Other Payment Online Banking Services.
- The Zelle® and Other Payment Online Banking 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. Subject to the terms of this Agreement, the Zelle® and Other Payment Online Banking Services are generally available 24 hours, seven (7) days a week except for outages for maintenance and circumstances beyond the control of us or Zelle®. Live customer Online Banking Services generally will be available Monday through Friday, excluding U.S. financial institution holidays.
- The Zelle® Payment Online Banking Services allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Online Banking Services 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 Online Banking 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 Online Banking 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.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

- When you enroll to use the Zelle® Payment Online Banking Services or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Online Banking Services, 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 the **“Prohibited Payments”** section, you agree that you will not use the Zelle® and Other Payment Online Banking 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 Online Banking 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 Online Banking Services or share your credentials with a third party to use the Zelle® Payment Online Banking Services on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle® Payment Online Banking Services at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Online Banking Services at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.
- This section does not apply to small business Users enrolled in the Zelle® Small Business Online Banking Services (to the extent made available by us). The Zelle® and Other Payment Online Banking Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Online Banking 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 Online Banking 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 Online Banking Services if we believe that you are using the Zelle® Payment Online Banking Services for business or commercial purposes, or for any unlawful purpose.
- To be eligible to enroll for the Zelle® and Other Payment Online Banking Services, you represent that: (1) you are a U.S. resident (not including U.S. territories); (2) you can form legally binding contracts under applicable law and are not a minor; (3) you maintain one active Eligible Transaction Account with us and which account is in good standing; and (4) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle® and Other Payment Online Banking Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend

to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period (i.e., no “burner” numbers). You may not enroll in the Zelle® Payment Online Banking Services with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (1) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (2) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Online Banking Services for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Online Banking Services until you enroll again. Once enrolled, a Z logo will appear on your profile 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 it with Zelle®. If you enroll for the Zelle® Payment Online Banking Services and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle® Payment Online Banking Services and must meet the requirements described herein.

- When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle® tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Online Banking Services. 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 Online Banking Services, you authorize us to follow the Payment Instructions that we receive via the Other Payment Online Banking 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.

- When we receive Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- 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.

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 Online Banking 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 **“Payment Cancellation, Stop Payment Requests and Refused Payments”** 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 email address, Zelle® tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction.
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.

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 Online Banking 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.

## **SENDING PAYMENTS**

- You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (1) one-time payment that will begin processing immediately, (2) one-time future dated payment that will begin processing on a specified future date, or (3) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle® and Other Payment Online Banking Services by you shall always be subject to (1) this Agreement, and (2) 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 initiate sending money using Zelle® and Other Payment Online Banking Services and payment has begun processing, it cannot be edited or canceled. One-time payments that process immediately cannot be edited or canceled. You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle® Payment Online Banking Services, if the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Zelle® Payment Online Banking Services to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in **"Payment Cancellation, Stop Payment Requests and Refused Payments"** below.
- Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle® tag). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Online Banking Services will contact the Receiver regarding enrollment in Zelle® and receipt of payment (a "Two-Step Transfer"). If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.
- Via the Other Payment Online Banking 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 not to 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 below in the **“Errors, Questions, And Complaints”** section.

- In most cases, when you are sending money to another User using the Zelle® Payment Online Banking Services, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, 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®, 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. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you via email to the designated email address within your Zelle® profile. Neither we nor Zelle® have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- For the Other Payment Online Banking Services and those Zelle® Payment Online Banking Services 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. 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.

- For Zelle® Payment Online Banking Services payments, as to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of funds to the Receiver 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.

## **RECEIVING PAYMENTS-MONEY TRANSFERS BY NETWORK FINANCIAL INSTITUTIONS**

- All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer, and always subject to the terms and conditions of the relevant Online Banking Services 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 Online Banking Services, you have no ability to stop the transfer. By using the Zelle® Payment Online Banking Services, you agree and authorize us to initiate credit entries to the bank account you have enrolled in. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Online Banking Services to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, 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 Online Banking Services.
- For the Zelle® Payment Online Banking Services, 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, 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 or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. 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. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. 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 requests for money, from others through the Zelle® Payment Online Banking Services.

- 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 Online Banking Services Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

## **REQUESTING PAYMENTS**

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Online Banking Services 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 request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the 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 requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle® Payment Online Banking Services, you acknowledge and agree that as disclosed on the Site (a) the applicable Online Banking Services fee will be deducted from payments received by you from a Sender(s), and (b) no Online Banking Services fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the 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 request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals by initiating a request for money.

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

Sender may only cancel a Payment Instruction until the payment begins processing. Sender may only 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 will depend on the way 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, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within 14 days after contacting Customer Online Banking Services at 800-686-2052 or CustomerService@umwsb.com or otherwise directing us to stop a payment. If we charge you to stop the payment, then the charge for each stop payment request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled by us 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.

## **ONLINE BANKING SERVICES PROVIDERS**

We are offering you the Zelle® and Other Payment Online Banking Services through one or more Online Banking Services Providers that we have engaged to render some or all of the Zelle® and Other Payment Online Banking Services to you on our behalf. However, notwithstanding that we have engaged such a Online Banking Services Provider to render some or all of the Zelle® and Other Payment Online Banking

Services to you, to the extent any liability attaches in connection with the Zelle® and Other Payment Online Banking Services pursuant to Section 41 (Limitation of Liability), we are the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Online Banking Services and we are solely responsible to you and any third party. You agree that we have the right under this Agreement to delegate to Online Banking Services Providers all of the rights and performance obligations that we have under this Agreement, and that the Online Banking Services 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. Online Banking Services Provider and certain other capitalized terms are defined "**Definitions and Terms**" at the beginning of the Zelle® section of this Agreement.

## **AMENDMENTS**

We may amend this Agreement and any applicable fees and charges for the Zelle® and Other Payment Online Banking Services at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Zelle® and Other Payment Online Banking Services after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Zelle® and Other Payment Online Banking Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Zelle® and Other Payment Online Banking Services, and/or related applications and material, and limit access to only the Zelle® and Other Payment Online Banking Services' more recent revisions, updates, upgrades or enhancements.

## **OUR RELATIONSHIP WITH YOU**

We are an independent contractor for all purposes, except that we act as your agent with respect to custody of your funds for the Zelle® and Other Payment Online Banking Services. We do not have control of, or liability for, any products or Online Banking Services that are paid for with our Zelle® and Other Payment Online Banking Services. We also do not guarantee the identity of any user of the Zelle® and Other Payment Online Banking Services (including but not limited to recipients to whom you send payments).

## **ASSIGNMENT**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NOTICES TO US REGARDING THE ZELLE® AND OTHER PAYMENT ONLINE BANKING**

## SERVICES

**Except as otherwise stated below, notice to us concerning the Site or the Zelle® and Other Payment Online Banking Services must be sent by postal mail to our address above (please see the Communications Between the Bank and You section).**

We may also be reached at 800-686-2052 for questions and other purposes concerning the Zelle® and Other Payment Online Banking Services. We will act on your telephone calls as described below in **“Errors, Questions, and Complaints”**, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

## NOTICES TO YOU

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Zelle® and Other Payment Online Banking Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Zelle® and Other Payment Online Banking Services setup or customer profile. For example, users of the Zelle® and Other Payment Online Banking 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 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 the **“Notices to Us Regarding the Zelle® and Other Payment Online Banking Services”** above. We reserve the right to charge you a reasonable fee not to respond to each request for paper copies of any document. We reserve the right to terminate your use of the Zelle® and Other Payment Online Banking Services if you withdraw your consent to receive electronic communications.

## CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES

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 Online Banking Services 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 agents. Please review our Privacy Policy for more information.

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act

on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users 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 Online Banking 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:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message Online Banking Services, including without limitation for short message Online Banking Services. Please check your mobile Online Banking Services agreement for details or applicable fees, as message and data rates may apply.
- You will immediately notify us if any email address or mobile number you have enrolled in or is used as a contact method for a Zelle® tag is (1) surrendered by you, or (2) changed by you.
- 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.
- 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.
- To cancel text messaging from us for the Zelle® and Other Payment Online Banking Services, send STOP to 767666. For help or information regarding text messaging for the Zelle® and Other Payment Online Banking Services, send HELP to 767666 or contact our customer Online Banking Services at 800-686-2052. You expressly consent to receipt of a text message to confirm your “STOP” request.
- Supported Carriers: AT&T, Sprint, T-Mobile, Verizon, and others.
- Your phone Online Banking Services provider is not the provider of the Zelle® and Other Payment Online Banking Services. Users of the Zelle® Payment Online Banking Services 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.

## **ONLINE BANKING SERVICES FEES AND ADDITIONAL CHARGES**

You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Online Banking Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Online Banking Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Online Banking Services. 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 a request for money, if applicable. There may be a charge for additional transactions and other optional Online Banking 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 all telephone access fees and Internet Online Banking Services fees that may be assessed by your telephone and Internet Online Banking Services provider. The section **“Failed or Returned Payment Instructions”** applies if you do not pay our fees and charges for the Zelle® and Other Payment Online Banking Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.

## **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.

## **RETURNED PAYMENTS**

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

## **RECEIPTS AND TRANSACTION HISTORY**

You may view your transaction history by logging into the Zelle® and Other Payment Online Banking Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle® and Other Payment Online Banking Services will also appear on your statement(s), including your online banking profile, in

the timeframe prescribed by the method in which the payment is posting. We may provide different line-item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle® and Other Payment Online Banking Services through our Site or are enrolled for the Zelle® Payment Online Banking Services through the Zelle® stand-alone application.

## **YOUR PRIVACY**

Protecting your privacy is very important to us. You may access our policy by clicking on the Privacy Notice link on any of our websites at [www.umwsb.com](http://www.umwsb.com) or at [www.simplefinancing.umwsb.com](http://www.simplefinancing.umwsb.com) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## **PRIVACY OF OTHERS**

If you receive information about another person through the Zelle® and Other Payment Online Banking Services, you agree to keep the information confidential and only use it in connection with the Zelle® and Other Payment Online Banking Services.

## **PROHIBITED PAYMENTS**

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

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- Payments that violate any federal or state law, statute, ordinance or regulation; and
- Payments that violate the Acceptable Use terms in Section 21 below; and
- Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Online Banking Services Providers, or the financial system to risk or reputational harm; and
- Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Online Banking Services Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in “Notices to Us Regarding the Zelle® and Other Payment Online Banking Services” above of any violations of the Agreement generally.

## **ACCEPTABLE USE**

You agree that you are independently responsible for complying with all applicable laws in all your

activities related to your use of the Zelle® and Other Payment Online Banking Services, regardless of the purpose of the use, and for all communications you send through the Zelle® and Other Payment Online Banking Services. We and our Online Banking Services 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 Zelle® and Other Payment Online Banking 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 Zelle® and Other Payment Online Banking Services or the portion of the Site through which the Zelle® and Other Payment Online Banking Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Zelle® and Other Payment Online Banking Services, or interfere or attempt to interfere, with the Site or the Zelle® and Other Payment Online Banking Services; or (j) may cause us or our Online Banking Services Providers to lose any of the Online Banking Services from our internet Online Banking Services providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in **“Notices to Us Regarding the Zelle® and Other Payment Online Banking Services”** above of any violations of the Agreement generally.

## **PAYMENT METHODS AND AMOUNTS**

There are limits on the amount of money you can send or receive through our Zelle® and Other Payment Online Banking Services. Your limits may be adjusted from time to time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Online Banking Services Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle® and Other Payment Online Banking Services, and if your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with us in the manner set forth in **“Notices to Us Regarding the Zelle® and Other Payment Online Banking Services”** 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 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 60 days after the statement was sent to you, you may lose any amount transferred without your authorization after the 60 days if we can establish that we could have stopped someone from taking the money had you told us

in time. If a good reason (such as an extended 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 Online Banking Services, you are authorizing that person to use your Online Banking Services, and you are responsible for all transactions that person performs while using your Online Banking Services. 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 initiate with fraudulent intent are also authorized transactions.

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

THE ZELLE® PAYMENT ONLINE BANKING SERVICES 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 PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE® PAYMENT ONLINE BANKING SERVICES (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR ONLINE BANKING SERVICES THAT YOU PAID FOR, OR THE GOODS OR ONLINE BANKING SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

## **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.

## **FAILED OR RETURNED PAYMENT INSTRUCTIONS**

In using the Zelle® and Other Payment Online Banking Services, you are requesting that we or our Online Banking Services Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Online Banking Services 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 Online Banking Services Provider. In each such case, you agree that:

- You will reimburse us or our Online Banking Services 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.
- 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 Online Banking Services Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Online Banking Services Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and
- We and our Online Banking Services Provider are authorized to report the facts concerning the return to any credit reporting agency.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Zelle<sup>®</sup> and Other Payment Online Banking Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle<sup>®</sup> and Other Payment Online Banking Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Online Banking Services Providers' everyday business purposes, such as to maintain your ability to access the Zelle<sup>®</sup> and Other Payment Online Banking Services, to authenticate you when you log in, to send you information about the Zelle<sup>®</sup> and Other Payment Online Banking Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Zelle<sup>®</sup> and Other Payment Online Banking Services and the content and layout of the Site. Additionally, we and our Online Banking Services 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 Online Banking Services 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 Online Banking Services Providers may use, store and disclose such information acquired in connection with the Zelle® and Other Payment Online Banking Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle® and Other Payment Online Banking Services. The following provisions in this Section apply to certain Zelle® and Other Payment Online Banking Services:

## **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.

## **DEVICE DATA**

We may share certain personal information and device-identifying technical data about you and your devices with third party Online Banking Services 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 Online Banking Services, which include but are not limited to identifying and blocking access to the applicable Online Banking Services or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party Online Banking Services providers to provide similar fraud management and prevention Online Banking Services for Online Banking Services or Web sites not provided by us. We will not share with Online Banking Services providers any information that personally identifies the user of the applicable device.

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

In addition to the **“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:

- As necessary to resolve a problem related to a transfer or payment between you and another User.
- To verify the existence of your bank account.
- To comply with government agency or court orders, or debit card, as applicable.
- To our affiliates, as permitted by law.
- To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act.

- To comply with inquiries in connection with fraud prevention or any investigation.
- For our general business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the applicable terms of our Privacy Policy.

## **ONLINE BANKING SERVICES TERMINATION, CANCELLATION, OR SUSPENSION**

If you wish to cancel the Zelle<sup>®</sup> and Other Payment Online Banking Services, you may contact us as set forth in **“Notices to Us Regarding the Zelle<sup>®</sup> and Other Payment Online Banking Services”** above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle<sup>®</sup> and Other Payment Online Banking Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **ERRORS, QUESTIONS, AND COMPLAINTS**

The provisions of this Section apply only to Eligible Transaction Accounts that are established primarily for personal, family, or household purposes.

- In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in **“Notices to Us Regarding the Zelle<sup>®</sup> and Other Payment Online Banking Services”** above.
- If you think your periodic statement for your account is incorrect or need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than 60 days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name.
  2. Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information.
  3. Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to 45 days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive

it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to 90 days to investigate your complaint or question and up to 20 Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

## **INTELLECTUAL PROPERTY**

All other marks and logos related to the Zelle<sup>®</sup> and Other Payment Online Banking 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 Online Banking Services 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 Zelle<sup>®</sup> and Other Payment Online Banking Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle<sup>®</sup> and Other Payment Online Banking Services, the portion of the Site through which the Zelle<sup>®</sup> and Other Payment Online Banking Services are offered, the technology related to the Site and Zelle<sup>®</sup> and Other Payment Online Banking 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 Zelle<sup>®</sup> and Other Payment Online Banking 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.

## **PASSWORD AND SECURITY**

If you are issued or create any password or other credentials to access the Zelle<sup>®</sup> and Other Payment Online Banking Services or the portion of the Site through which the Zelle<sup>®</sup> and Other Payment Online Banking Services are offered, you agree not to give or make available your password or 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 Online Banking Services without your consent, you must inform us at once at the telephone number provided in **"Notices to Us Regarding**

the Zelle® and Other Payment Online Banking Services” above. See also “Your Liability for Unauthorized Transfers” above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

## 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 Zelle® and Other Payment Online Banking Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our Online Banking 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 Zelle® and Other Payment Online Banking Services for any reason or no reason and at any time. The remedies contained in this Agreement are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

## ARBITRATION - CLASS ACTION WAIVER

You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Online Banking Services, LLC, Zelle® and Early Warning Online Banking Services, LLC are entitled to enforce “**Arbitration**” and “**Law and Forum for Disputes**” against you. [Note: To the extent Participant’s agreement with its customers includes a pre-dispute arbitration and class action waiver provision, Participant shall ensure that Zelle and Early Warning Online Banking Services, LLC are expressly identified as third-party beneficiaries of any such provision.]

## LAW AND FORUM FOR DISPUTES

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law’s provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under “**Arbitration**”) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under “**Arbitration**”. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

## WIRELESS OPERATOR DATA

In addition to the “**Information Authorization**” section, you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® and Other Payment Online Banking Services. By using the Zelle® Payment Online Banking Services, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its Online Banking Services provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle®’s Privacy Policy at <https://www.Zelle®pay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## **CONTENT STANDARDS - ZELLE® TAGS**

- Content Standards: You agree that you will not use the Zelle® Payment Online Banking Services in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Online Banking Services 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 Online Banking 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 Online Banking Services, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
- Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Online Banking Services, 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 Online Banking Services.
- The Zelle® Payment Online Banking Services may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your “Zelle® tag.” Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. 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 Online Banking Services 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 Online Banking Services, 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 Online Banking Services. We respect the intellectual property of others and require that users of the Zelle® Payment Online Banking Services 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 Online Banking Services for users who use or publish content on the Zelle® Payment Online Banking Services that is subject to intellectual property rights claims.

## **LIABILITY**

Neither we nor Zelle® shall have liability for any transfers of money, including without limitation, (1) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (2) 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 Online Banking Services.

## **RELEASE**

You release us and our Affiliates and Online Banking Services 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 Zelle® and Other Payments Online Banking Services. In addition, if applicable to you, you waive [California Civil Code § 1542](#), which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

## **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.

## **DISCLAIMER OF WARRANTIES**

THE SITE AND ZELLE® AND OTHER PAYMENT ONLINE BANKING 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 ZELLE® AND OTHER PAYMENT ONLINE BANKING 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.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT ONLINE BANKING SERVICES. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT ONLINE BANKING SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE ZELLE® PAYMENT ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT ONLINE BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **LIMITATION OF LIABILITY**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND ONLINE BANKING SERVICES PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE® AND OTHER PAYMENT ONLINE BANKING SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE® AND OTHER PAYMENT ONLINE BANKING SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE® AND OTHER PAYMENT ONLINE BANKING SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ZELLE® AND OTHER PAYMENT ONLINE BANKING SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR ONLINE BANKING SERVICES PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE® AND OTHER PAYMENT ONLINE BANKING SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL

WE, ZELLE®, OR OUR RESPECTIVE 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 ONLINE BANKING SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT ONLINE BANKING 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 ONLINE BANKING 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 ONLINE BANKING SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT ONLINE BANKING SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, OR OUR RESPECTIVE 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).

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless us and our Affiliates and Online Banking Services 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 Online Banking Services.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Online Banking Services 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 attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Online Banking Services, or any violation by you of the terms of this Agreement.

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

You agree to access the Site and/or mobile app 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.

## **COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS, AND SURVIVAL**

You agree that this Agreement is the complete and exclusive statement of the agreement between us,

sets forth the entire understanding between us and you with respect to the Zelle® and Other Payment Online Banking Services and the portion of the Site through which the Zelle® and Other Payment Online Banking Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. All Sections, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

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