

Digital Banking Service Agreement

(Personal Banking & Business Banking)

[Aug 24, 2022]

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Important Mobile Disclosure

By providing your consent for us to communicate with you through your mobile device, such as through the Alerts feature, you are agreeing to the terms and conditions presented herein and certifying that you are the owner of the mobile device and specified account.

The frequency of messages sent via SMS text will vary depending on the Alerts you have enabled, as well as the type and frequency of transactions you initiate via Digital Banking. Depending on your carrier and mobile plan, message and data rates may apply.

To get more information on any message, you can reply with the word HELP. You can also cancel SMS text messaging from our Alerts feature, not including necessary service, authentication, or fraud messages, by replying with the word STOP (in the event of disruption in the Alerts feature you may be given an error message, if so please call us).

Please be aware that cancelling SMS will stop all SMS text messages from all Divisions, that offer the Alerts feature, to your designated device (even though you only cancelled the Alerts feature from one Division). Also, it could limit the types of transactions you may be able to perform via Digital Banking; however, it will not affect our ability to push an SMS text message in other permissible instances. Mobile carriers are not liable for delayed or undelivered messages.

Our Privacy Notice can be found by clicking on the word “Privacy Notice” in the footer of this application OR by clicking on **More** on mobile and selecting **Services**, then **Digital Resources**, and the “Privacy Notice” is available within the **Agreement Center**.

Important Customer System Administrator (CSA) and Authorized User Disclosures (for Business Digital Banking Customers Only)

For customers that use Business Digital Banking, you are responsible for: a) understanding, establishing, and monitoring entitlements set up by a CSA; and b) providing and maintaining accurate contact information for the business itself, each CSA, and Authorized User, including, but not limited to, an accurate unique email address and, as recommended, a mobile number for each user. Also, you further agree and acknowledge that you are responsible for understanding that: a) we may, at any time and from time to time, require multi-factor authentication; and b) we are not liable whatsoever if you or any user cannot engage (or is otherwise delayed) in a transaction or feature due to the inability of the user to produce the additional form of authentication, such as a one-time passcode as part of our step-up authentication process, as a result of non-existent or inaccurate or duplicative/shared email address and/or mobile number. Please see the Sections entitled, "Your Customer System Administrator (CSA)," "Roles and Responsibilities," "User Management," "Entitlements," "CSA's Authority," and "Your Authorized Users," below in PART F of this Agreement for further details.

PART A- General Terms and Conditions

PART A sets forth general terms and conditions that apply to all Digital Banking services, including services that are provided through Online Banking and/or Mobile Banking, offered to customers of Zions Bancorporation, N. A. However, we may choose to exclude some customers and any or all minors from enrolling in Digital Banking or using selected features. Unless specifically stated otherwise, this Digital Banking Service Agreement ("Agreement") applies to eligible deposit accounts and loan accounts. Also, there are some portions of this Agreement that pertain only to: a) customers that are enrolled in Personal Digital Banking (including Mobile Banking); b) customers that have one or more electronic fund transfers to or from one or more Personal Accounts, as defined below; and/or c) customers that are enrolled in Business Digital Banking (including Mobile Banking). Please note that one or more services and/or features may not be made available for you even though it is listed in this Agreement, and you are enrolled as a customer type that would be eligible for such services and/or features.

- 1. Agreement.** This Digital Banking Service Agreement ("**Agreement**") governs the Digital Banking services that Zions Bancorporation, N.A. ("**Bank**", "**we**", "**us**" or "**our**") provides to its enrolled customers, including any individual deemed to be an agent or otherwise authorized to act on behalf of the customer ("**you**"). Zions Bancorporation, N.A. operates through divisions with trade names that include **Amegy Bank, California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado**, and **Zions Bank** (each a "**Division**"). Important capitalized terms are defined in Section 4.

Before using the Digital Banking service, you, on behalf of yourself and, to the extent applicable, the customer enrolled in Digital Banking, must both (a) consent to receive disclosures, notices, and other communications electronically, and (b) read and accept this Agreement. You agree that you are deemed to automatically renew your consent and acceptance each time you sign in and/or use Digital Banking.

Not all Digital Banking functions may be available in all Channels. (For example, remote deposit capture may be only in Mobile Banking and personal customers may not be able to send ACH files.) Features in Digital Banking or individual Channels made be added, deleted or changed without prior notice. To use Digital Banking with Eligible Accounts at more than one Division of Zions Bancorporation, N.A., you must separately enroll in each such Division's independent digital banking service. For purposes of cutoff times, posting and funds availability, and methods of execution, transfers between accounts at different Divisions of Zions Bancorporation, N.A. may be processed as transfers between separate banks (e.g., by ACH rather than as internal book transfers).

This Agreement is supplemented by the terms of your Deposit Account Agreement and other "Account Agreements" (defined below), but this Agreement governs over any conflicting terms therein with respect to Digital Banking. This Agreement is also supplemented by the terms of "Related Documents" (defined below) you have already accepted or may accept hereafter. If a provision in this Agreement directly conflicts with a specific

provision in a Related Document, the Related Document shall govern. However, you agree and acknowledge that the E-Sign Consent you previously agreed to in connection with enrolling in Digital Banking services and/or Section 3 hereof ("Consent to Electronic Disclosures, Communications and Records; System Requirements") shall govern over any conflicting provision in any Related Document. Otherwise, our rights (including the benefit of limitations of liability and indemnification) and your responsibilities under this Agreement, the Related Documents and the Account Agreements are intended to be cumulative.

Dispute Resolution; Jury Waiver. Except as may be prohibited by applicable law, YOU AGREE AND ACKNOWLEDGE THAT YOU AND THE BANK AGREE, WITH REGARD TO ANY DISPUTE CONCERNING DIGITAL BANKING AND/OR ONE OR MORE DIGITAL BANKING SERVICES, TO WAIVE: (A) TRIAL BY JURY; AND (B) PARTICIPATION IN A CLASS ACTION.

You further agree and acknowledge that the dispute resolution provisions found in your Deposit Account Agreement and other Account Agreements between us (as may be amended from time to time) shall also govern the resolution of any disputes under or in connection with this Agreement, the Digital Banking service, any Related Document, or any Digital Banking transaction.

- 2. Electronic Agreement.** You agree and acknowledge that you have given your consent and/or now, by agreeing to this Agreement, giving your consent to enter into this Agreement electronically. By your electronic agreement, you consent to all terms and conditions governing use of the Digital Banking service as set forth in this Agreement and/or any Related Document. Also, you agree and acknowledge that your consent for electronic delivery and execution of terms and conditions includes you consenting to: (a) our delivery of disclosures, notices, and any other information (including this Agreement) in only electronic form, even those required by law to be provided in writing; (b) our use of electronic records and communications with you in connection with Digital Banking; and (c) the understanding that the foregoing electronic documents shall have the same force, effect and authority as if signed by you and delivered to us by paper

Further, you agree and acknowledge that your consent was and/or is now being provided in connection with one or more transactions affecting interstate commerce that is/are subject to the federal Electronic Signatures in Global and National Commerce Act ("Act"), and that you and we both intend the Act to apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Finally, you should print or electronically save a copy of this Agreement for your records.

The current version of this Agreement may be viewed online in the Agreement Center at your Division's Website (listed in Section 3 below).

- 3. Consent To Electronic Disclosures, Communications And Records; System Requirements.** By using the Digital Banking service and/or agreeing to the E-Sign Consent, you consent to and agree that any agreement, disclosure, notice or other type of information that is provided to you in connection with your accounts or the Digital Banking service ("Electronic Records") may be sent to you electronically. Further you agree and acknowledge that the Electronic Records, include, but are not limited to, the following:
- this Agreement, including any amendments or updated versions;
 - Related Documents (e.g., service agreements for Bill Pay, Zelle®, External Transfers, Digital Banking Wires, etc.);
 - eDocument Communications (account statements, tax documents and notices under our eDocuments Service Agreement, which requires a separate enrollment);
 - receipt and/or agreement to our debit card overdraft service (which requires separate enrollment, and includes the disclosure, "What You Need to Know about Overdrafts and Overdraft Fees");
 - ACH authorization instructions for one time or recurring transfers or payments;
 - payment order or draw down instructions;
 - application, enrollment and/or activation instructions and/or terms for a Digital Banking service or service feature;

- self-administration elections and/or instructions in connection with one or more Digital Banking service or its settings or configurations;
- and change in terms notices.

Also, you agree that any similar consent in a Related Document that you have already accepted or accept hereafter shall be in addition to (and not limit) your E-Sign Consent and/or consent in this Section 3. Further, you agree and acknowledge that your E-Sign Consent and/or consent in this Section 3 extends to each Eligible Account that you now or hereafter enroll in Digital Banking.

Canceling. You may at any time withdraw your consent to electronic delivery instead of paper only by calling your Division's Customer Care or by sending a Secure Message through Digital Banking, but we may then terminate your ongoing use of Digital Banking (and not process any previously scheduled future payments). **Your Customer Care phone number is in Section 6 below.** Although we don't charge a fee for withdrawing your consent to electronic delivery of documents in connection with Digital Banking, some account types charge a monthly service fee for paper statements. (See the applicable deposit account disclosure for your account.) Your consent for this Agreement is in addition to any other consents to electronic delivery you may have given in separate agreements with us (whether or not Related Documents). Withdrawing your consent under this Agreement and/or under the E-Sign Consent given in connection with enrollment in Digital Banking will not by itself cancel your consents for electronic delivery in those separate agreements.

System Requirements. To use Digital Banking and receive electronic disclosures and other communications: you must be enrolled and activated in at least one of our Digital Banking "Channels" (defined below); your computer and/or Mobile Device must use commonly accepted and recently updated software for reading and saving PDF and HTML documents; you must be connected to Digital Banking via your internet service provider or your mobile communications data service provider; your computer or Mobile Device must use a commonly accepted and recent updated version of an HTML compliant web browser that supports Transport Layer Security ("TLS") encryption; you must have, maintain, provide and update us with your valid, active email address(es), that are unique for the user and not shared with others, for use in sending, receiving and retaining disclosures and other communications with Digital Banking; and you must be able to connect to websites via hyperlinks in email.

For Mobile Banking, you must also have the most recent version of our downloadable Mobile Banking Software (available from the Apple® App Store or Google Play®) installed on your Mobile Device, have your Mobile Device and mobile phone number registered with Digital Banking, and have your Mobile Device enabled for SMS text messaging and, if you want to use our Deposit Service, as set forth below, have your Mobile Device enabled with a camera. You must regularly install updates as they become available to your computer's and/or Mobile Device's operating system, web browser and PDF reader (and, if applicable, your Mobile Banking Software). We may (but are not required to) deny service: a) if security features of your software, computer or Mobile Device have not been updated, or have been disabled or modified (e.g., a "jailbroken" mobile device); or b) if you are using a disposable (e.g., "burner") mobile device.

We may change our hardware and software requirements, from time to time without prior notice to you. [Click here](#) for our current computer, mobile device & operating systems requirements.

You hereby confirm to us that you have: a) the system required described above; and b) verified your hardware and software, and your ability to access, view and print or electronically save (including taking screenshots) electronically delivered disclosures and communications. If you are not able to access, view and print or save such notices and disclosures, you must not enroll in or use Digital Banking.

Electronic Delivery. Permissible electronic delivery by us includes: a) by email to any address you have provided for use with Digital Banking, including attaching documents to the email, or providing links to or instructions within the email for navigating to documents posted online; b) by SMS text message to any Mobile Device telephone number you may have provided to us for banking services (including but not limited to any Digital Banking service

or function); c) by display on your screen or other “in-product” message or alert during your Digital Banking activity; d) by posting it to your Division’s Website, a Digital Banking message center, or in our Mobile Banking Software; e) by message printed on the statement for your Eligible Accounts if you have agreed to receive that statement electronically; f) any other electronic means that you have authorized elsewhere (e.g., our eNotices service) or hereafter authorize; or g) any other electronic means that is commercially reasonable and within the system requirements described above. Any of the foregoing methods of electronic delivery may be used for any Digital Banking service that requires signing in to Digital Banking to use (e.g., Bill Pay, Zelle®, External Transfers, or Digital Banking Wires), even if that other function has its own terms and conditions that do not themselves list the foregoing methods of electronic delivery.

Electronic disclosures can include, without limitation, prior notice to you of preauthorized debits that vary in amount to your Eligible Accounts; notices of pending or processed payment instructions; notices of receipt of payments or deposits; notices of adjustments made to transactions; notices regarding service availability or suspension; and notices about operational or legal changes to Digital Banking, including notices of amendment to this Agreement.

Change in Contact Information. You are solely responsible for advising us of any change in your email, mobile device telephone number, or other electronic or postal addresses you use for Digital Banking or your Eligible Accounts. You can do so by calling or writing your Division’s Customer Care Center (see Section 6). We encourage you to simultaneously update your addresses within the separate general services section of your Division’s Website.

Paper Copies. We do not charge for electronic delivery. We ordinarily do not send paper copies of electronic communications. You may request a paper copy of an individual prior electronic notice or disclosure by calling or writing your Division’s Customer Care Center (see Sections 6 and 7). Ordinary copy fees as disclosed for your Eligible Accounts shall apply.

4. Definitions. In addition to terms defined elsewhere in this Agreement and for purposes of this Agreement, the following terms shall be defined as follows:

Access Credentials mean one or more Username (aka: Login ID, Company ID), password, identification number, token, biometric identification (e.g., fingerprint or facial recognition) or other means of identification and authentication (such as, but not limited to, one-time passcode (“OTP”)), or combination thereof, that we require for signing in to or otherwise accessing Digital Banking or a particular function of the service (such as, but not limited to, when a CSA wants to view, change, or create another CSA or Authorized User). Also, for purposes of Zelle and Other Payment Services, the term “Access Credentials” mean one or more username, password, identification number, token, biometric identification (e.g., fingerprint or facial recognition) or other means of identification and authentication, or combination thereof, that we require for signing in to or otherwise accessing your Digital Banking service or its Zelle® functionality.

Account Agreements mean all agreements and disclosures specifically governing your Eligible Accounts (including without limitation the Deposit Account Agreement, rate and fee schedules, applications and disclosure statements, and credit agreements).

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

Affiliates mean companies related by common ownership or control.

Authorized User (*for Business Digital Banking only*) means an individual who has been granted Access Credentials by us, or by your CSA to use Digital Banking as your authorized agent. If your Eligible Accounts are linked to the profile of another customer, then that customer’s Authorized Users are deemed to be your Authorized Users as well.

Biller means a person or entity you instruct us to pay via the Bill Pay Service. “Biller” includes, but is not limited to, an “e-Biller.”

Billing Account means the checking deposit account you hold with us (or other account permitted by us) from which all service fees will be automatically debited. Unless otherwise agreed, your Billing Account will be your Bill Payment Account.

Bill Payment means the payment that is made through the Bill Pay Service in order to pay your Biller.

Bill Payment Account means the checking deposit account you hold with us (or other account permitted by us) from which Bill Payments will be debited.

Bill Payment Instructions mean the information you provide to the Bill Pay Service to make a Bill Payment to a Biller (such as, but not limited to, the Biller’s name, your account number with the Biller, payment amount, Send Date, and Deliver Date).

Bill Pay Service means the Digital Banking service that allows you to pay your bills by scheduling one time and/or recurring payments to designated persons or entities and to receive certain electronic bills for such payments.

Business Customer means each person, who generally is a business, that has a financial relationship with us and has established its Eligible Accounts for non-consumer purposes. Such persons include, but are not limited to, sole proprietorships, partnerships, limited liability companies and corporations.

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

Business Online Banking means the web-based Digital Banking services we generally make available to business customers via our Website.

Channel: each of Personal Online Banking, Business Online Banking, Mobile Banking (associated with Personal Online Banking), and Mobile Banking (associated with Business Online Banking) is a “Channel” for accessing Digital Banking. Not all Channels are available to all customers.

Customer System Administrator, or CSA, (for Business Digital Banking only) means an Authorized User whose Access Credentials include the Digital Banking service’s self-administration functionality. You are required to have at least one CSA. **(Your CSA is your authorized agent in all matters regarding Digital Banking.** Please see Section 62. of PART F below entitled, “Your Customer System Administrator.”) If your Eligible Accounts are linked to the profile of another customer, then that customer’s CSAs are deemed to be your CSAs as well.

Deposit Account means any checking, savings, or other deposit account with us that you have enrolled as an Eligible Account.

Deposit Account Agreement means our standard agreement governing your Deposit Accounts (together with its associated rate and fees schedules and disclosures), as amended from time to time.

Digital Banking means the Digital Banking services that we make available to customers who accept this Agreement and enroll in our Personal Online Banking, Business Online Banking, and/or Mobile Banking Channels. Digital Banking also includes services that are available within one or more Channels after additional enrollment and acceptance of Related Documents (e.g., Bill Pay, Zelle®, External Transfers and Digital Banking Wires).

Domain means the email domain from which we will send one or more Notifications. (Please do not use the Domain to contact Customer Care.) Your email software should be set to not block emails from the following domain used by the Division of Zions Bancorporation, N.A. that provides your Digital Banking service:

| <u>For Customers of this Division:</u> | <u>Domain:</u> | |
|--|--|---|
| <u>Amegy Bank</u> | www.amegybank.com | @amegybank.com |
| <u>California Bank & Trust</u> | www.calbanktrust.com | @calbt.com and/or @calbanktrust.com |
| <u>National Bank of Arizona</u> | www.nbarizona.com | @nbarizona.com |
| <u>Nevada State Bank</u> | www.nsbank.com | @nsbank.com |
| <u>Vectra Bank Colorado</u> | www.vectrabank.com | @vectrabank.com |
| <u>Zions Bank</u> | www.zionsbank.com | @zionsbank.com |

E-Sign Consent means either or both, depending on the context, your consent to agree to and/or receive electronic documents or the document called E-Sign Consent for Execution and Delivery of Electronic Documents (commonly referred to as the “Consent”).

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.

e-Bill means an electronic invoice or other electronic statement for payment that an e-Biller may present to you via the Bill Pay Service.

e-Biller means a Biller that presents e-Bills to you via the Bill Pay Service either at your request or on a trial basis under the terms of the Bill Pay Service’s e-Bill feature.

eDocument Communications mean any statement, notice, disclosure, agreement, fee schedule, transaction or event record, invoice, response to claim or other communication regarding your enrolled eDocuments Account that we choose to provide by eStatement or eNotice instead of paper. “eDocument Communication” also includes eTax Documents that we make available for eligible accounts. An eDocument Communication is viewed by signing in to Digital Banking. eDocument Communications may contain information that we are required by law to give you, or information we choose to give you.

eDocuments Account means a deposit account, loan account or other account with us which you have enrolled in the eStatements service, the eNotices service, the eTax Documents service, or some combination. Not all account types may enroll in an eDocuments Service.

eDocuments Service means the eStatements, eNotices and/or eTax Documents service(s) for your eDocuments Accounts.

eNotice means any eDocument Communication that is not an eStatement or eTax Documents. (Please note that “eNotice” includes any statement of transactions or balances in a loan account.)

eStatement means an electronic version of the paper statement of debits, credits, and balances that we would mail to you if your deposit account was not enrolled in the eStatements service. “eStatement” also includes notices, disclosures and other information that would be printed on the paper statement or enclosed with a mailed paper statement if your deposit account was not enrolled in the eStatements service. (Please be aware that a statement of transactions or balances in a loan account is deemed an “eNotice” rather than an “eStatement.”)

eTax Document means any IRS tax reporting form that we make available for electronic delivery for an eligible account. We may from time to time, in our sole discretion, add or delete which IRS forms are included as eTax Documents in the Service. Updated information on which IRS forms are included in eTax Documents is available in the eDocuments Service’s answers to Frequently Asked Questions.

Eligible Account means your Deposit Account or Loan Accounts with us that you have enrolled, in accordance with our procedures, to make such accounts accessible through Digital Banking. Some types of deposit and loan accounts cannot be enrolled. The types of accounts that can be enrolled is subject to change from time to time without prior notice.

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

Internal Advance means any transfer from a Loan Account to a Deposit Account with us, as provided under the Section entitled "Loan Advance" below.

Internal Transfer means any transfer of funds: a) to and from any of your Deposit Accounts; and b) from your Deposit Account to a deposit account of your friend that is also held with the Bank. Please see the Sections entitled "Internal Transfers" and Internal Transfer (to a Friend) below.

Loan Account means any of your overdraft service accounts (e.g., Reddi-Credit, Reddi-Reserve, Cash Reserve, or any other overdraft service accounts we may offer from time to time), credit card accounts or other loans with us that is enrolled as an Eligible Account.

MFA means multi-factor authentication where, as part of the security procedures, Digital Banking may require a user to engage in multiple methods of authentication. MFA combines two or more independent Access Credentials. For example, if a particular transaction or feature is deemed by us, in our sole discretion, to be a certain risk or sensitive, then we may ask for additional Access Credentials from the user (e.g., step-up authentication), such as a one-time passcode ("OTP") before we will allow the transaction or feature to be submitted through Digital Banking. You agree and acknowledge that MFA requires an accurate and unique email address. For security reasons, we strongly recommend that you provide us with a valid mobile number in connection with a device that is SMS enabled. Also, you agree and acknowledge that we strongly encourage the use of SMS for OTPs and reserve the right to require, now and/or in the future, OTP through SMS instead of by email.

Mobile Banking means the Digital Banking services we make available to customers via their Mobile Devices and through Mobile Banking Software. This means that you are accessing and/or using the Digital Banking services through our downloadable app.

Mobile Banking Software means software permitted by us that you have downloaded for conducting Mobile Banking transactions. The smartphone version of the Mobile Banking app is available from the Apple® App Store or Google Play® in the United States. Mobile Banking Software and the features therein differ for Personal Digital Banking customers and Digital Banking Business customers. Also, for purposes of Zelle®, the term "Mobile Banking Software" means software permitted by us for us within the mobile channel of Digital Banking that has been updated to support the Zelle® Payment Service.

Mobile Device means a cellular telephone, tablet, or similar wireless communication device that: a) has a camera that is installed with Mobile Banking Software; or b) can conduct mobile banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging).

"Network Financial Institutions" mean financial institutions that have joined with the Zelle Network®.

Notification means an email that we send you to an address specified by you, advising that a new eDocument Communication is available for review in Digital Banking.

Online Banking means accessing and/or using one or more of our Digital Banking services through a web browser, including a browser on your Mobile Device, instead of through our downloadable Mobile Banking app. Sometimes, we may also use the term “Desktop Banking” to refer to “Online Banking.”

Other Payment Services mean the payment services that are outside of Zelle® that: a) allows you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; b) allows you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year; c) allows you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify; and d) any other payment services we may provide that falls under the Zelle® and Other Payment Services.

Orders mean one or more instructions given to us in your name to pay an amount of money, which is funded by debiting your Eligible Account or otherwise receiving payment from you to a beneficiary.

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

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

Personal Account means a demand deposit (checking), savings, or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) owned by a natural person held directly or indirectly by a financial institution and established primarily for personal, family, or household purposes. It does not include an account that is owned by a trust or sole proprietorship. Also, lines of credit and real estate secured consumer loan products are not included in this definition.

Personal Online Banking means the web-based Digital Banking service we make available to customers that have enrolled for Digital Banking services via our Website and are customers that are generally using their accounts for personal, family or household purposes.

Personal Customer means each person, who is generally an individual, that has a financial relationship with us and has established Eligible Accounts for personal, family or household purposes.

Provider Payment means any amount of funds that our third-party service provider transfers on your behalf to a Biller when executing your Bill Payment Instructions before debiting your Bill Payment Account to reimburse itself. Each Provider Payment is made by our third-party service provider, not by us (your bank), and your obligation to reimburse all Provider Payments is incurred and owed directly to the third-party service provider (not to us). “Provider Payment” also includes the amount of any reimbursing debit by the service provider that may later be reversed.

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

Regulation E shall have the meaning as set forth in 12 C.F.R. 1005, as it may be amended from time to time.

Related Documents mean any application, fee schedule, disclosures, set-up forms, specifications or addenda concerning the Digital Banking service. Related Documents can include, but are not limited to, terms for: a) optional or related functions that are accessed within or via Digital Banking (e.g., Bill Pay); b) special conditions under which we are willing or unwilling to provide certain portions of Digital Banking; c) linking the Digital Banking service of two or more customers (e.g., permissible affiliates) in approved cases; or d) otherwise amending this Agreement. A Related Document is not required to state it is a Related Document. Note: references in a Related Document to our “internet banking,” “online banking,” “business online banking,” or “mobile banking” (or the like) service or agreement, shall be deemed references to Digital Banking, its Channels, and this Agreement, all as the context requires.

Requestor means a person that requests an individual to initiate a Zelle® and Other Payment Instruction through the Zelle® Payment Service.

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

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

Scheduled Payment means a payment that has been scheduled through the Bill Pay Service but has not begun processing.

Scheduled Payment Date means the day you want your Biller to receive your Bill Payment. However, if the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be deemed the previous Business Day.

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

Zelle® means the Zelle® Network®.

Zelle® and Other Payments Services Agreement means the separate Addendum to Digital Banking Service Agreement containing the same or substantially similar terms conditions set forth in this Agreement for using the Zelle® Payment Services and the Other Payments Services.

Zelle® and Other Payment Services Specific Terms mean the terms and conditions in this Agreement describing the Zelle® and Other Payment Services.

Zelle® and Other Payment Terms mean the Zelle® and Other Payment Services Specific Terms

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

Zelle® Payment Service means the Zelle® Network® we have associated with in order to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers.

Website: Below you will find your Division's Website, and all related web pages, for offering Digital Banking services, enrolling Eligible Accounts and/or performing, authorizing, or canceling any specific Digital Banking service transaction. Your Division's current Website is listed below. Your Division Website depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking service:

| <u>Customers of:</u> | <u>Division Website:</u> |
|--------------------------|--|
| Amegy Bank | www.amegybank.com |
| California Bank & Trust | www.calbanktrust.com |
| National Bank of Arizona | www.nbarizona.com |
| Nevada State Bank | www.nsbank.com |
| Vectra Bank Colorado | www.vectrabank.com |
| Zions Bank | www.zionsbank.com |

Wire Transfer Payment Service means the Digital Banking service that allows you to send funds, generally by Fedwire, on a one time or recurring basis to individuals or non-individuals located in the United States by delivering an electronic instruction in your name along with the required information of the wire beneficiary.

Zelle® and Other Payment Instruction means the information provided for a payment to be made under the Zelle® and Other Payment Services.

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

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

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

5. **Available Digital Banking Services.** With Digital Banking, you may enroll your Eligible Accounts and may then access their balances, transaction history and other information. You may also conduct the types of transfers described in the Sections below entitled, “Internal Transfers”, “Internal Transfer (to a Friend)”, “Loan Payments” and “Loan Advance.” You may also be able to use related services (e.g., Bill Pay, Zelle®, External Transfers and Digital Banking Wires) by agreeing to Related Documents for those features.

We may, from time to time, offer and introduce new electronic banking services. All current and future services will be governed by this Agreement and any service-specific Related Documents. Not all Digital Banking functions are available in every Channel.

6. **Customer Care Center.** The telephone number for your Customer Care depends on which Division of Zions Bancorporation, N.A. provides your Digital Banking:

| <u>For Customers of:</u> | <u>Call:</u> |
|---------------------------------|---------------------|
| Amegy Bank | (888) 500-2960 |
| California Bank & Trust | (888) 217-1265 |
| National Bank of Arizona | (800) 497-8168 |
| Nevada State Bank | (888) 835-0551 |
| Vectra Bank Colorado | (800) 884-6725 |
| Zions Bank | (800) 840-4999 |

However, the mailing address for your Customer Care is the same for each Division of Zions Bancorporation, N.A. that provides Digital Banking. Customers of any Division can write to:

Customer Care Center
P.O. Box 30709
Salt Lake City, UT 84130

Further, all customers can contact Customer Care by using the Secure Message feature within Digital Banking.

7. **Contact Digital Banking Support by Email.** In the event you would like to email us, in connection with a question or complaint regarding Digital Banking, then you may do so provided that: a) a dispute about money is not involved (e.g., the communication does not involve an alleged unauthorized movement of funds); b) sensitive information is not involved (e.g., the communication does not contain any personal or financial information); c) lost or stolen Access Credentials are not involved; d) a request to stop or otherwise cancel a payment is not involved; e) time is not of the essence; and f) you are not revoking consent for one or more electronic documents or records.

Specifically, if the foregoing restrictions do not apply to your communication, then you may email the Division of Zions Bancorporation, N.A. that provides your Digital Banking:

For Customers of:

Email:

| | |
|--------------------------|--|
| Amegy Bank | AmegyDigitalBankingOperationsSupport@amegybank.com |
| California Bank & Trust | CBTDigitalBankingOperationsSupport@calbt.com |
| National Bank of Arizona | NBADigitalBankingOperationsSupport@nbarizona.com |
| Nevada State Bank | NSBDigitalBankingOperationsSupport@nsbank.com |
| Vectra Bank Colorado | VectraDigitalBankingOperationsSupport@vectrabank.com |
| Zions Bank | ZionsDigitalBankingOperationsSupport@zionsbank.com |

You agree and acknowledge that: a) you will not use email as a method of communication if it meets one or more of the restrictions set forth above in this Section 7 (when in doubt, please call your Division's Customer Care or send a Secure Message through Digital Banking); and c) we will not be liable in any manner whatsoever for any direct or indirect damages that may incur as a result of you not complying with this Section 7.

- 8. Protect Your Access Credentials.** Your Access Credentials are used to gain access to Digital Banking and must be always kept confidential. For your protection, we strongly recommend you change your Access Credentials regularly (at least every 60 days). It is recommended that you memorize your Access Credentials, do not use them for another website or service and do not write them down. You are responsible for keeping your Access Credentials, account numbers and other account data confidential. (For Business Digital Banking Customers, references to "your Access Credentials" include Access Credentials that are issued to or by your Authorized Users. Access Credentials issued to your Authorized Users are subject to your obligations under this Agreement, and therefore their use and confidentiality are your responsibility.)

If you have a consumer account that has been linked to a Business Digital Banking profile, we may, but have no duty to, require you to enter Access Credentials for Business Digital Banking plus separate Access Credentials (e.g., for Personal Digital Banking) before granting access to your consumer account in the Business Digital Banking Channel.

Note: Some software may store Access Credentials to facilitate future access to websites or mobile applications. For security reasons, you agree to disable those features. You can choose to use the biometric capabilities stored on your mobile device (e.g., fingerprint and facial recognition) as an authentication option to gain access to the mobile banking application.

If you use a third-party service to access Digital Banking on your behalf (e.g., a third-party aggregation service for downloading account data), and for which you share your Access Credentials, that third-party service shall be your agent (not ours). You and your agent shall be solely responsible for, and you shall indemnify and hold us harmless from, all use, misuse, loss or disclosure of your Access Credentials or personal data, and any transactions by that service, its employees or subagents or unauthorized persons.

For Mobile Banking. Your Digital Banking Access Credentials are also your *primary* Access Credentials for Mobile Banking, regardless of which Channel you enroll in first. For Mobile Banking, we may also permit you to use "alternate" Access Credentials that we make available. Alternate Access Credentials may include, but are not limited to, biometric identification (e.g., fingerprint or facial recognition). Commercially reasonable types of alternate Access Credentials methods can be added, removed, substituted, or changed by us from time to time without prior amendment of this Agreement. Alternate Access Credentials may not be available for all Mobile Devices, functionalities, types of accounts, or classes of Mobile Banking.

If you elect to use an optional biometric identification procedure that is performed on your Mobile Device or via a third-party service selected by you, then we can accept and act upon identity authentication communicated to us from that Mobile Device or service, and we can grant access to your Mobile Banking without further action or responsibility on our part to confirm your identity.

Important Note: If any other person's biometric information becomes associated (with or without your knowledge) with a Mobile Device that you or your agent have registered for biometric identification, then that other person's biometric information shall be one of your Access Credentials and you are authorizing that person to transact in your Mobile Banking service (including Zelle® transactions). Enabling biometric identification on a Mobile Device that is shared with or may be used by another person is strongly discouraged. It is your sole responsibility to understand and agree that upon signing in with proper Access Credentials, after a new biometric has been added, any individual associated with the newly added biometric will be able to access and move money through Mobile Banking, including, but not, limited to, the Zelle® and Other Payments Services, unless the newly added biometrics are disabled under the "Settings" of the applicable Mobile Device.

9. **Contact in Event of Unauthorized Transfer.** If you believe your Access Credentials has been lost or stolen, call your Division or write to the Customer Care Center, as set forth in Section 6 above.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Please Note: For customers with a Personal Account, the applicable law sets forth the ability to call or write to our mailing address in the event of lost or stolen Access Credentials; however, **we strongly recommend that all customers call their applicable Division** as set forth in Section 6 above in order to report lost or stolen Access Credentials due to the sensitive nature of the matter.

10. **Limitations on Transfers from a Saving or Money Market Account.** You agree and acknowledge that if you use Digital Banking to transfer money from your Deposit Account to your External Account or another deposit account held with us or a third party and your Deposit Account is a savings or Money Market account, then the transfer will count towards one of your six withdrawals allowed per statement month and if you exceed the limitation, we may charge you a fee. Please see your Deposit Account Agreement and applicable account disclosure for details.

11. Security Procedure, Additional Security Tools and Your Responsibilities

Agreed Security Procedure. You agree and acknowledge that Digital Banking requires entry of valid Access Credentials. For Business Digital Banking Customers, "Access Credentials" consists of either: a) your Company ID and Login ID for the Username field (with a "-" between them, for example, if your Company ID is 108000000111111 and your Login ID is jsmith1, your Username to be entered in the Username field would be 111111-jsmith1 (Company ID includes the right-most digits after the excess number leading zeros)(avoid spaces and include hyphen)), unless you have established a unique Username or never had a Company ID and Login ID (then use the unique Username), and password; and/or b) your biometric identification (e.g., fingerprint or facial recognition) in a Mobile Banking Channel. For Personal Digital Banking Customers, "Access Credentials" consists of: a) Username and password; and/or b) your biometric identification. Also, you agree and acknowledge that the foregoing is a commercially reasonable "security procedure" for verifying the identity and authority of a person accessing or using Digital Banking, and verifying the authenticity and authorization of Communications, as defined below, made in your name to Digital Banking (the "**Agreed Security Procedure**"). However, you agree and acknowledge that: a) you will not use personally identifiable information (such as, Social Security Number, Employer Identification Number, and etc.) or private financial information (such as, account number, debit card number, and etc.) as part of your Access Credentials; and b) we only recognize case sensitivity (so recognize both upper and lower case) for passwords and therefore you cannot use case sensitivity for Company ID, Login ID and/or Username. Further you agree and acknowledge that if we deem, in our sole discretion, that any part of your Access Credentials breach the foregoing prohibitions, then we may request that you reset your Access Credentials accordingly before accessing Digital Banking, regardless of how long you have been accessing and/or using Digital Banking with your Access Credentials. By entering into Related Documents for specific functions (e.g., Digital Banking Wires), you and we may establish additional or alternate Agreed Security Procedures for those specific functions. Your assent to Digital Banking security procedures is for purposes that include, but are not

limited to, Uniform Commercial Code Article 4A, Funds Transfers, Part 2. “**Communications**” include Orders and any electronic communication between us using the Digital Banking service itself (including, but not limited to, submitting, or acknowledging Orders for payments, amendments and cancellations of Orders, electronic messages to Digital Banking’s messaging center, your customer profile updates, entering into and accepting Related Documents, and for Business Digital Banking Customer, a CSA performing self-administration functions).

Communications shall be deemed made in your name if made using your Access Credentials. You agree and warrant that you have reviewed and determined that the foregoing Agreed Security Procedure is commercially reasonable for your needs, including, but not limited to, the size, type, and frequency of Communications (including Orders) that you will normally send to us. You agree that we, acting in good faith, are entitled to receive, act upon, execute and rely upon any Communications (including Orders) that are authenticated by the Agreed Security Procedure, that such authenticated Communications (including Orders) shall be effective as your Communications (including Orders), and that you shall be bound by such authenticated Communications (including Orders) even if they were not in fact authorized by you. We shall have no obligation to further investigate the authenticity of any Communications that are authenticated through the Agreed Security Procedure.

After accepting this Agreement, each subsequent use of Digital Banking by you shall constitute a reacceptance and a reaffirmation of your ongoing agreement and warranty that the Agreed Security Procedure remains commercially reasonable for your needs. If our mutual reliance on the Agreed Security Procedure is not (or ceases to be) commercially reasonable for your security needs, then do not enroll (or immediately terminate your enrollment) in Digital Banking.

Additional Security Tools. You further agree to enroll in additional security tools as we may make available from time to time for Digital Banking, or specific features of Digital Banking. For example, we require you to use one-time passcode (“OTP”) as part of our MFA process. You agree and acknowledge that OTP requires a unique email address. For security reasons, we strongly recommend that you provide us with a valid mobile number in connection with a device that is SMS enabled. We reserve the right to delay or refuse a transaction or feature in Digital Banking in the event your email address is not unique (e.g., shared with others or a duplicate with another user) or inaccurate and/or, if and when required, you do not have a valid mobile number, in connection with a device that is SMS enabled, on file.

Additional security tools are not part of the “Agreed Security Procedure” that we must satisfy to authenticate your Communications to us. However, if you choose to not use an additional security tool that we make available to you, then you release and hold us harmless from any loss that you or we may suffer to the extent that such loss could have been detected, prevented, reduced, or recovered by your use of that additional security tool.

Other Responsibilities. If a Communication is not authenticated pursuant to the Agreed Security Procedure, but we can establish that the Communication originated from you, your Authorized User, or your other agent, or was originated to or for your benefit, you shall nevertheless be bound by that Communication. We shall have no liability to you if, despite authentication by the Agreed Security Procedure, we delay or do not process a Communication that we in good faith believe, or suspect might not be authentic or authorized. We have the right, but no obligation, to present you with MFA to help further authenticate the Communication, and to deny service if you are unable to provide appropriate response to our satisfaction at that time. Digital Banking and its security procedures are not designed, and we have no duty, to detect errors in the transmission or content of your Communications to Digital Banking. You are solely responsible for the accuracy of your Communications.

- 12. Duty to Review Accounts and Report Discrepancies.** In addition to your duties under the law, your Account Agreements, and your Related Documents, you agree to use Digital Banking to frequently review activity in your Eligible Accounts, and to IMMEDIATELY notify us of any discrepancies, including, but not limited to, any erroneous or unauthorized transactions. We often can stop or recover transactions that Digital Banking reports as still pending or processing, return or recover transactions that are still in the process of final settlement, or recover funds that have been sent but not further transferred by the recipient (but we do not promise we can or will do so). Therefore, your duty to exercise ordinary care may include using Digital Banking to review activity on your Eligible Accounts on a daily basis. We may deem your failure to frequently review and immediately notify us as a

proximate cause of an experienced loss. You also agree to frequently check Digital Banking's messaging center for notices from Bank.

13. Accessing Your Eligible Accounts

Functions. When you access Digital Banking, you will see a menu of currently available functions (e.g., view balances; view or search for transactions; locate branches; execute specific types of internal or external funds transfers; mobile remote deposit capture; etc.).

From time to time, with or without prior notice, we can add, modify, and delete particular access protocols, features and functionality, the menus, the Website and the Mobile Banking Software. You agree and acknowledge that when we, from time to time, offer and introduce new functions in Digital Banking that by using these functions when they become available, you agree to be bound by applicable law and all rules we communicate for those functions. Using the new function may require acceptance of a Related Document. Not all Digital Banking functions are available in every Channel.

We reserve the right to refuse to make any transaction that you may request through Digital Banking.

Information on transfers to or from your Eligible Accounts will be reflected on your statements for those accounts and may be available to you through Digital Banking. We are not required to provide you with any other notice of the receipt, transmittal, execution or debiting of such transfers.

Service Availability. We use reasonable efforts to make Digital Banking available with minimal interruptions. Digital Banking may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to Digital Banking may be interrupted because of conditions or other causes beyond our control, including outages in Internet or telecommunications availability, emergency conditions, or to allow emergency personnel to use the communication networks. We will use commercially reasonable efforts to re-establish service in those instances, but we do not promise Digital Banking will always be available for your use. We do not guarantee functionality of Digital Banking through all web browsers or on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. In no event, regardless of cause, shall we be liable to you for unavailability of Digital Banking, or your inability to access the service or to execute its functions.

Electronic Mail. Sending email is one way to communicate with us. You may use email to ask general questions and to provide feedback to us. However, you cannot use email to initiate transactions on your Eligible Account(s). For your security, please do not include any sensitive information (e.g., account numbers) in emails to us. In Digital Banking, you may include sensitive information using the Secure Message feature.

- 14. Fees.** Fees may be assessed by your internet or mobile communications service provider. You are responsible for all fees and charges that you may incur to any communications service provider or any other third parties. Also, you agree and acknowledge that there may be additional fees as set forth in this Agreement. We reserve the right to add or change fees for Digital Banking after sending prior notice. Please see Section 19 below entitled "Changes to Fees or Other Terms" for further details.

- 15. Equipment and Communication Providers.** You are responsible for obtaining your own equipment, software, and internet and/or mobile communications service providers. We are not a party to, and we have no duty, liability, or responsibility in connection with: a) your internet or mobile communications service provider agreement; or b) any hardware, software or other any product or service you may purchase from others relating to your use of Digital Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations, and restrictions in those agreements with third parties. Your hardware, software and communications providers are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us. Your hardware, software and/or communication services may become subject to unauthorized tracking, "hacking," data disclosure or other manipulation by malware such as spyware, viruses, or other malicious code (e.g., "Ghost"

which can take control of infected Mobile Devices). We are not responsible for advising you of the existence or potential effect of any malware. Your choice, downloading, installation and use your hardware, software and communication services are at your own risk. Except as may be prohibited by applicable law (such as Regulation E for certain consumer transactions), you agree that we have no liability for, and you shall indemnify and hold us harmless from, any losses suffered by you, us or by third parties as a result of compromises in the security of your hardware, software or communication services.

You warrant that you have not and will not: a) use any software, computer, or Mobile Device whose security features have been modified or disabled (including using any “jail broken” mobile device); or b) use any disposable mobile device (e.g., “burner phone”). Such use can cause security and other problems, and you agree to indemnify and hold us harmless from any damage or loss suffered by us, you or any third person that results from such use.

At any time, we reserve the right (but shall have no duty) to limit access to any Digital Banking Channel or function to only those customers who use specific security procedures, hardware, software, or communication services (collectively “controls”). Our specification of required controls shall not constitute a representation or warranty that they: a) are sufficient for your security needs or will prevent any particular security compromise; or b) be compatible with your procedures, hardware, software, or communication services. We have no duty to review your security, identify deficiencies or make recommendations. Further, you agree and acknowledge that your access and/or use of Digital Banking may be blocked in the event you use a VPN that uses an IP address that we know or have reason to believe is located or otherwise allocated to a country that is subject to an OFAC sanction, law, or executive order. Also, you agree and acknowledge that we will not be liable in any manner whatsoever if you are blocked from accessing and/or using Digital Banking for the foregoing reason.

16. Export Controls. Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You, not we, have the responsibility to obtain any applicable licenses to export, re-export, or import. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

17. Mobile Banking License Rights Generally. For your use of Mobile Banking Software, we, and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs) require your agreement to certain license rights arrangements and/or end-user agreements (“**Licenses**”). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you accept the terms and conditions of those Licenses. You agree that we are intended to be a third-party beneficiary, but not an obligor, of your rights and duties with those licensors and third-parties. We, our licensors and above third-parties reserve all rights not granted to you in this Agreement and under the terms of such Licenses.

You agree to delete all such software from your Mobile Device(s) promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision of Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF THE DIGITAL BANKING SERVICES OR MOBILE BANKING SOFTWARE, THE DIGITAL BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR SECURITY, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY, COMPLETENESS OR SECURITY. YOUR USE OF THE DIGITAL BANKING SERVICE AND MOBILE BANKING SOFTWARE, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA THE DIGITAL BANKING SERVICE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

18. Limitation of Liability. Except as specifically provided in this Agreement, or where the law requires a different standard, you agree that we shall not be responsible for any loss, whether caused by us, by equipment or software, by internet service providers, by mobile communications service providers, or by any agent or subcontractor of any of the foregoing. **Also, except as specifically provided in this Agreement, we nor our service providers shall not be responsible for any direct, indirect, special, or consequential, economic, or other damages in connection with the Digital Banking service, or arising in any way out of the installation, use or maintenance of equipment or software, even if you have notified us or we are aware of the possibility of such damage. Our obligations and your rights and remedies with respect to Digital Banking are set forth in this Agreement, and are exclusive, and any related services or products are provided "AS IS" except for the limited Bill Pay Service Guarantee. WE HERELY DISCLAIM AND EXCLUDE ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT.**

19. Changes to our Fees and Other Terms. We reserve the right to change (amend, add, or delete) fees for Digital Banking, any term of this Agreement, and the Digital Banking service itself. We will send you such notice of those changes as may be required by law or by our other agreements with you.

Notices of new or increased fees will be provided at least twenty-one (21) days before the effective date of the change. Notice of other changes, if presenting an adverse impact to you or otherwise required by law, will be provided in advance and, if there is a legal requirement to give a certain amount of advance notice before the change's effective date, then we will give at least that amount of time or more, unless an immediate change is necessary in our discretion for exigent circumstances (e.g., maintaining the security of the system). If an immediate change cannot be disclosed before it is effective, we will provide any required notice within a reasonable time thereafter. You agree and acknowledge that by continuing to access and/or use one or more of the Digital Banking services after a change (or after the effective date of any prior notice), you are accepting the changes regardless of whether you are using the service or feature that is subject to the change. Changes to fees applicable to specific Eligible Accounts are governed by their separate Account Agreements. Features and functionality may be amended without prior notice unless required by law.

20. Suspension and Termination. We reserve the right to suspend or terminate this Agreement, your access to Digital Banking, or Digital Banking itself, in whole or in part, at any time without prior notice except as required by law.

If all your enrolled Eligible Accounts become closed, or if you do not access any of your Eligible Accounts via Digital Banking for any consecutive one hundred twenty (120) day period, (e.g., sign in to Digital Banking; however, we may, in our sole discretion, treat your recurring transfers or payments as "access"), your access to Digital Banking (including related services that you access through Digital Banking such as Bill Pay or an eDocuments Service and/or recurring transfers or payments) may be terminated or suspended without prior notice.

You may terminate your Digital Banking services or just one or more of your Digital Banking services, at any time; however, you may only do so by either calling your Division's Customer Care Center, as set forth in Section 6 above; or sending a Secure Message through Digital Banking. We shall have a reasonable time of two Business Days to act upon your notice of termination. You agree and acknowledge that termination of all Digital Banking services means you cannot use one or more Digital Banking services through a web browser or Mobile Banking app (for Mobile Banking, you must also un-register your Mobile Device and remove the Mobile Banking app).

If you or we terminate your Digital Banking for any reason, any unprocessed transfers that you have scheduled through Digital Banking (or related services that you access through Digital Banking) will be cancelled without notice. Please note that if you decide to reactivate Digital Banking, provided that you are eligible, we may require you to go through a new enrollment process for one or more Digital Banking services. Also, you agree and acknowledge that termination of Digital Banking will result in you no longer being able to continue to suppress one or more eDocument Communications per your enrollment in one or more eDocuments Service and

we will send you paper instead. This could result in you incurring a monthly service fee for paper statements. (See the applicable deposit account disclosure for your account.)

All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

21. Payment Account. You may be asked to designate a payment account for selected related services (such as Bill Pay, Zelle®, or Digital Banking Wires) that you access through Digital Banking. You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to automatically charge your designated payment account. If you close the payment account, you must notify us and identify a new payment account for the selected services. Until you designate a new payment account, you authorize us to debit any other Eligible Account.

22. Hold Harmless and Indemnification. Except to the extent that we are liable under the terms of this Agreement or an Eligible Account's governing Account Agreement, you waive any claim against us and agree to indemnify and hold us, our directors, officers, employees, affiliates, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with the performance of Digital Banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Digital Banking by you or your agents.

Without limiting the generality of the preceding paragraph, you agree to indemnify, defend, and hold harmless us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, from and against every claim, damage, loss, liability and cost (including without limitation attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: a) any authorized or unauthorized use of your Access Credentials (except as may be otherwise provided by applicable consumer protection laws, including Regulation E); b) your breach of this Agreement; c) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; d) the actions or omissions of you, your agents or employees, including but not limited to inaccurate, ambiguous, or incomplete instructions to us; e) any warranty that we are required or deemed to make to a third party in connection with your transactions; f) your use or distribution of any equipment or software that is inconsistent with the license or sublicense that you receive; g) actions, omissions, delays or failures to perform by third parties (including other financial institutions, the Federal Reserve, funds transfer systems, payment networks, beneficiaries/receivers, and service providers) none of whom shall be deemed our agent; and h) any delay, alteration, or corruption in the transmission of information to us. This Section 22 shall survive the termination of this Agreement.

23. Foreign Transfers. Digital Banking service does not support, and you agree that you will not attempt to use Digital Banking to make, foreign transfers or foreign currency transactions. Each time you use Digital Banking, you warrant that your transactions do not violate United States laws or regulations (including, but not limited to laws administered by the U.S. Treasury's Office of Foreign Assets Control ("OFAC")).

24. Exclusive Use and Your Non-Assignment. Digital Banking is furnished for the exclusive use of you and your Authorized Users. You shall not sell, assign, or transfer this Agreement or any materials furnished to you in connection herewith. You shall not resell any part of the Digital Banking service (including its related services) or use any of its features or functionality (e.g., Digital Banking Wires) for the benefit of anyone other than yourself. We may assign this Agreement without notice to you.

25. Legal Notices and Other Communications by Us to You. We may send you any required or voluntary written legal notice, or any other communication regarding Digital Banking, by: a) any method of delivery described in your E-Sign Consent obtained in connection with Digital Banking and/or above in Section 3 entitled, "Electronic Delivery;" b) U.S. mail or commercial delivery service to your address as it appears in our records; c) message printed on the statement for any of your Accounts; or d) any other commercially reasonable method and manner. Electronic messages to you shall be effective upon posting or sending. Email notices to you shall be effective upon being sent, even if blocked or returned by your system or you service provider. Notices to you by U.S. mail or commercial delivery shall be effective upon the earlier of actual delivery or three (3) Business Days after the notice

is sent. Other notices to you shall be effective a commercially reasonable number of days after sending. If this Agreement or law does not require us to provide you with written notice, then we can notify you by telephone.

You are responsible for notifying us and updating us of any change in your email address, your U.S. mail address, your physical address, or phone number. For customers enrolled in Business Digital Banking: a) the email address, mailing address and phone number at the business level needs to be kept up to date; b) your duty to update your contact information includes changes to any CSA's or Authorized User's email address or phone number; and c) notice to a CSA (e.g., your CSA's email address or by electronic message accessible via your CSA's Access Credentials) shall be effective notice to you.

- 26. Notices by You to Us.** Formal legal notices by you to us regarding Digital Banking must be made by commercial delivery service or U.S. Mail delivered to Zions Bancorporation, National Association, Attn: Corporate Legal Department, One South Main Street, #1100, Salt Lake City, Utah 84133.

Other types of notices by you regarding Digital Banking should be: a) posted to Digital Banking's electronic messaging center; b) telephoned to the Customer Care Center; or c) delivered by commercial service or U.S. Mail delivered to Customer Care. You authorize us to act on your oral notices, but we may require you to promptly confirm any oral notice via Digital Banking's messaging center or delivery to the Customer Care Center address before such oral notice is binding.

You must IMMEDIATELY notify us of any unauthorized or unrecognized transaction appearing in your Eligible Accounts, or of any compromise or potential compromise of any Access Credentials, by calling Customer Care.

- 27. Indemnification.** You agree and acknowledge that you will defend, indemnify and hold harmless us, including each Division and affiliate, service providers, including the affiliates of the service providers and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' 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 Website or the Digital Banking service.

- 28. 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 Website or the applicable Digital Banking service (such as the Zelle® and Other Payments Services); notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Website and/or use of one or more Digital Banking services for any reason or no reason and at any time. The remedies contained in this Section 28 are cumulative and are in addition to the other rights and remedies available under this Agreement, by law or otherwise.

- 29. Release.** You release us and our Divisions, Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Website or one or more Digital Banking services (such as the Zelle® and Other Payments 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.

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

- 31. Governing Law.** This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the state specified in your Deposit Account Agreement as governing your Eligible Accounts (which is determined by which Division of Zions Bancorporation, N.A. holds your deposit accounts).
- 32. Entire Agreement.** This Agreement, as supplemented by your Account Agreements and your Related Documents, constitutes the complete and entire agreement between you and us, relating to the subject matter of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

This Agreement governs over any conflicting terms and conditions that you may have previously accepted during enrollment for Personal Online Banking, Business Online Banking or Mobile Banking services. When you enroll in a new Channel, we may require that you re-accept this Agreement or an updated version hereof, applicable to all Channels in which you become enrolled. This Agreement incorporates the Related Documents for your services, including agreements for services that are available within Digital Banking but may require separate enrollment and acceptance of terms (e.g., Bill Pay, Zelle®, External Transfers, and Digital Banking Wires).

PART B- Consumer Disclosures for Personal Accounts Only

PART B sets forth terms and conditions that only apply to Personal Accounts. Specifically, you agree and acknowledge that PART A, C, and D of this Agreement applies to customers enrolled in Personal Digital Banking. And, more specifically, you agree and acknowledge that this PART B only applies to an electronic fund transfer to or from a Personal Account provided that there is no exclusion under Regulation E (e.g., domestic wires are not governed by Regulation E). Also, you agree and acknowledge that Business Days, types of transfers, dollar limits, frequency limits and additional fees may be provided elsewhere in this Agreement and/or within Digital Banking itself. Further, you agree and acknowledge that if this PART B is not applicable, then both your and our rights and responsibilities will be governed by the other provisions set forth elsewhere in this Agreement. Finally, if you are a Business Customer, then you agree and acknowledge that this PART B does not apply to your Deposit Accounts and/or your use of the Digital Banking service.

- 33. Error Resolution Notice.** In case of errors or questions about your electronic transfers: call or write Customer Care at the telephone number or address listed above Section 6 of PART A as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on a statement or receipt. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any);
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days (5 Business Days for Visa® debit card point-of-sale transactions processed by Visa, or 20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days (5 Business Days for Visa® debit card point-of-sale transactions processed by Visa, or 20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of owner already had an established account with us before the affected account was opened.

We will tell you about the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Timeframes described herein may be different if your error or question does not claim unauthorized activity. You may ask for copies of the documents that we used in our investigation by calling the Customer Care Center at the number listed above in Section 6 of PART A.

- 34. Your Liability.** Tell us AT ONCE if you believe any of your Access Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, you can lose no more than \$50 if someone used your Access Credentials without your permission. If you do NOT tell us within two 2 Business Days after you learn of the loss or theft of your Access Credentials, and we can prove we could have stopped someone from using your Access Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Access Credentials, debit card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- 35. Our Liability.** If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us as prescribed by the federal Electronic Fund Transfer Act and its implementing Regulation E. However, there are some exceptions to our liability. We will not be liable, for instance:

- (1) if, through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would create an overdraft which would not be covered by or would exceed the credit limit on any overdraft service account you have with us (or would exceed funds available in any deposit account that has been linked for overdraft service);
- (2) if the funds you are attempting to transfer are subject to legal process or other encumbrance restricting such transfer;
- (3) if the electronic funds transfer system was not working properly, and you knew about the breakdown when you started the transfer;
- (4) if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken; or
- (5) if any other exception stated in this Agreement or other governing Related Documents or by law applies.

- 36. Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers, or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (3) In order to comply with government agency or court orders, or
- (4) If you give us your written permission.

- 37. Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at the number for your Division as set forth in Section 6 of PART A above or write us at the address for your Division as set forth in Section 6 of PART A above, in time for us to receive your request 3 Business Days or more

before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

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

- 38. Preauthorized Credits.** If you have arranged to have direct deposit made to your account at least once every 60 Business Days from the same person or company, then you can call your Division as set forth in Section 6 to find out whether or not the deposit has been made.
- 39. Our Liability For Failure To Stop Payment Of Preauthorized Transfer.** Our liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.
- 40. Periodic Statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).
- 41. Fees.** Currently, we charge no fees for accessing your Eligible Account(s) through the personal Channels of Digital Banking. Please note, however, that fees may apply to certain transactions performed while using Digital Banking. Those fees are either: a) stated in your separate fee schedule disclosures for the affected Eligible Account (e.g., the fee to stop payment on a check, or the cash advance fee to transfer funds from a credit card account to a deposit account); or b) displayed within the Digital Banking service itself when you request the transaction but before the fee is actually incurred (e.g., the fee for expedited delivery of a Bill Pay, or Zelle® transfer). Note, if we consent to enrolling or linking your personal Eligible Account in a business Channel, it may incur the fees applicable to the business Channels of Digital Banking.

PART C- Digital Banking Services Offered to Both Personal Digital Banking and Business Digital Banking Customers

PART C sets forth terms and conditions for Digital Banking services that are available to customers that are enrolled in either or both Personal Digital Banking and Business Digital Banking. Also, you agree and acknowledge that the Digital Banking services in PART D are only available for customers enrolled in Personal Digital Banking and the Digital Banking services in PART E are only available for customers enrolled in Business Digital Banking.

- 42. View.** Digital Banking allows you to view account balances, transactions, eStatements, bill payment history, images of paid checks, and checks deposited using mobile check deposit (viewable in the mobile app). Also, for eligible loan accounts, Digital Banking allows you to view account balances, payments information, and history and loan statements.

Balance and transaction information provided to you as part of the Digital Banking service is not the official record of your Eligible Accounts, or its activity. Your account statement, furnished to you by us in electronic or paper format, whichever is applicable, is the official record. Balance and transaction information is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any action.

- 43. Alerts.** The Alerts is a convenient feature that allows: a) you to set up alerts in order to notify you of certain events and information that are of interest to you, such as balance information, failed transfers and reminders;

and b) for the Bank to push necessary service, authentication and fraud information or tools to you in connection with Digital Banking.

Alerts can be pushed to you in one or more of the following ways: a) by email to the email address(es) that you have provided as part of your enrollment into Digital Banking; b) by delivery into your Digital Banking Alerts inbox; c) by SMS text messages to your designated Mobile Device(s); and d) by push notifications through your Mobile Banking app on your Mobile Device(s) (you can control mobile push notifications through your settings on your Mobile Device). If you do not designate a delivery method, provide a designated device or your designated delivery method is no longer available, then the Bank will send necessary Alerts to your primary email address.

You agree to provide us a valid email address in order to receive timely notification Alerts from us. For security reasons, we strongly recommend that you provide us with a valid mobile number in connection with a device that is SMS enabled. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from you providing us a phone number, email address, or other electronic delivery location that is not your own or that you provide in violation of applicable federal, state or local law, regulation or ordinance. Your obligations under this paragraph shall survive termination of this Agreement.

You agree that the Alerts are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for an Alert by your service providers. By selecting Alerts delivery to a Web-enabled mobile or cellular device, you agree to receive Alerts through that device. Message and data rates may be imposed by your service provider. The frequency of Alerts delivered to your mobile or cellular device depends upon the frequency of events triggering requested types of Alerts.

For Business Digital Banking Customers, you agree that any CSA may be sent Alerts that: a) we deem appropriate in our process of giving notice to our business customer(s), such as updates to one or more Digital Banking services or features, confirmation of recent activity, changes in user profiles, etc., and b) are a courtesy copy of an Alert generated on behalf of another user within the business profile. The foregoing types of Alerts may cause a CSA to receive additional Alerts and therefore the CSA may incur additional data or message fees imposed by the CSA's service provider. Each CSA can elect to manage the delivery methods of these Alerts.

Any information related to Available Balance(s) in your deposit account(s) are not delivered in real time and therefore may not reflect all transactions that you have authorized. Also, there may be a delay in sending you an Alert as a result of our nightly processing system and therefore we make no promises that any Alerts will be delivered at the times requested. As a result of the foregoing, we cannot warrant the accuracy of the Available Balance information in an Alert.

The Alerts are not encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status. Anyone who has access to your messages could view the Alert information. You agree and acknowledge that you are responsible for safeguarding your mobile device, email and access credentials to Digital Banking. You must not use any sensitive numbers or words when nicknaming the accounts for which you request Alerts. In the event you want to communicate with us in an encrypted manner, please use our Secure Messages feature.

You agree and acknowledge that the Bank is not responsible in any manner whatsoever for losses or damages arising from: a) any non-delivery, delayed delivery, misdirected delivery, or corruption of an Alert; b) inaccurate, untimely, or incomplete content in an Alert; c) your reliance on or use of the information provided in an Alert for any purpose; or d) any other circumstances beyond our control.

Further, you agree and acknowledge that the Bank is not required to continue to provide the current Alerts feature at all times and may, in its sole discretion, cease providing one or more types of Alerts at any time without notice, which may require you to re-start one or more Alerts.

Finally, you agree and acknowledge that the Alerts feature is not a substitute for you maintaining accurate records of the amount of funds in your deposit account in order to determine your Available Balance. Also, you agree and acknowledge that the Alerts feature must not be used as a method to avoid: a) overdraft(s); b) Insufficient Funds Fee(s); and/or c) late fees and other related charges. Further, you agree and acknowledge that Alerts are not a substitute for your deposit account statements or any other notice we send you about your deposit accounts and such statements and notice remain the official records of your deposit accounts.

- 44. eDocuments Service.** Electronic copies of your account statements, notices, and tax documents are available in the eDocuments section of Digital Banking for Eligible Accounts. You can request to “Go Paperless” by selecting your accounts for electronic delivery only. When an account is selected for electronic delivery only, you will be presented with the eStatement, eNotices AND/OR eTax Documents Service terms and conditions (“eDocuments Service Agreement”). Acceptance of the eDocuments Service Agreement, which incorporates by reference this Agreement and, in particular, the terms and conditions in this Section 43, will discontinue the postal mail delivery of your documents.

Specifically, through the Digital Banking service, you can request to enroll in the eStatements service, the eNotices service, the eTax Documents service (each a separate eDocuments Service), or some combination of those eDocuments Services in connection with your deposit account, loan account or other account in order to suppress paper (you will be provided only an electronic version of the applicable documents (e.g., deposit account statements, notices, loans statements, certain federal tax information forms and etc.)). However, not all account types may enroll in an eDocuments Service.

Please Note: If you select the eTax Documents service, you automatically enroll all your accounts that are eligible for eTax Documents. You cannot enroll fewer than all eligible accounts with the same social security number or tax identification number into the eTax Documents service. Eligible accounts for the eTax Documents service may include accounts that do not appear in your Digital Banking profile. You agree and acknowledge, that we may from time to time, in our discretion, add or delete which types of accounts are eligible for the eTax Documents service. For the eTax Documents service only, the word “account” may also include other events or relationships that are associated with your social security number or tax identification number. For example, if you win a contest that we report to the IRS, your 1099-MISC will be delivered through the eTax Documents service rather than paper. Updated information on which accounts are included in eTax Documents is available in the eDocuments Service’s answers to Frequently Asked Questions.

Notifications of eDocument Communications. We will email a Notification to your registered email address when a new eDocument Communication is available for review in Digital Banking. You agree and acknowledge that notification by email to you constitutes Notification to all co-owners on the eDocuments Account. Please note that for eTax documents, we will send Notification to the primary account holder when eTax Documents become available in Digital Banking. The primary account holder is the account owner under whose social security number or employer identification number we report to the IRS.

Reviewing eDocument Communications in Digital Banking. To view a new eNotice Communication, sign in to Digital Banking. You can access all eNotice Communications via the homepage of your eDocuments Service. Also, you can view prior eNotice Communications via the homepage of your eDocuments Service. The number of months that prior eNotice Communications remain available online is stated and updated in the eNotices Service’s section in Digital Banking

Please note that in Business Digital Banking profiles, eTax Documents can be seen only by those users who hold full entitlement to both view and transact in all the accounts under that profile. Users with limited entitlements cannot view eTax Documents. To access your eTax Documents, sign in to your Digital Banking account and access and select the service. Select the tax statement link for the applicable account and tax year. Click to download. Once you have downloaded the eTax Document, you are encouraged to save or print a copy of each document for your records.

Email for Notification. When a new eDocument Communication is available for your eDocuments Account, we send a Notification to the email address that you have provided to us for that specific purpose. (The email address you provide for Notifications will not replace other email addresses you may have provided for Bill Pay, alerts or other Digital Banking communications.)

Updating Your Email Address. You are responsible for keeping us advised of your current email address for Notifications of eDocument Communications. To update your email address for Notifications regarding eDocument Communications, sign in to Digital Banking and go to the eDocuments Service.

When Notifications are Deemed Delivered. Notifications are deemed given, received and effective upon being transmitted by us. We have no obligation to monitor whether your email address remains effective, or whether you are receiving or reviewing your Notifications. We have no obligation to send you paper versions of information from Notifications or eDocument Communications, or to take any other response, if we learn that you are not receiving or reviewing Notifications (e.g., if your Notifications are returned to us undelivered) or not reviewing eDocument Communications. If you are not receiving Notifications, or are unable to review eDocument Communications, or are unsatisfied with any portion of a Service, you are solely responsible for either updating your email address for Notifications in the manner described above or cancelling your eDocuments Service in the manner described below. Please be sure that any software filtering your incoming email is set to accept Notifications from our "Domain" (see Definitions above).

Obtaining Paper Copies. You can obtain a paper copy of any specific eDocument Communication only by calling the phone number for your Division as specified above in Section 6 of PART A entitled, "Customer Care Center." Paper copies of past eStatements are subject to the standard duplicate statement fee. There is presently no fee for obtaining paper copies of other kinds of eDocument Communications. (All fees are subject to change; our disclosure of fees as updated appears in the agreements center of Digital Banking.)

Canceling your eStatements service and/or eNotices service. You may resume receiving statements, notices, and other information by paper, by canceling your applicable eStatement or eNotice Service. However, in order to cancel an eDocuments Service, you can only do so by either by calling the phone number for your Division as specified above in Section 6 of PART A entitled, "Customer Care Center," or by using the Secure Message link within Digital Banking. There is no fee for receiving eStatements or eNotices, but some account types charge a monthly service fee for paper statements. (See the fee schedule for your account.)

Canceling your eTax Documents service. Notice withdrawing your consent to receiving eTax Documents must be received by us in writing, either through U.S. mail or by email at the address below. Your written withdrawal of consent will apply to all of your eligible Accounts in which you are primary account owner for all eTax Documents not yet produced, including future tax years.

Mail us at: P.O. Box 25427, Salt Lake City, UT 84125-9908.

Email us at: IRSTaxReporting@zionsbancorp.com.

For questions, please contact Customer Care by calling the phone number specified in Section 6 of PART A above.

Your written withdrawal of consent must state at least one of your eligible account numbers. We will respond with written confirmation, by email or U.S. mail within 10 business days after receipt. Your withdrawal of consent will be effective for all eTax Documents we produce after receiving that withdrawal.

We will also accept withdrawal requests by telephone, but we reserve the right to require that you confirm your oral withdrawal in writing within ten days before your withdrawal will become effective.

Persons Able to Access eDocument Communications. On behalf of yourself and all other owners of the enrolled eDocuments Account, you agree and acknowledge that anyone with Access Credentials (e.g., Username and Password) to sign in to your eDocuments Account is able to read and copy the eDocuments Account's eDocument Communications.

Additional Terms for eTax Documents. For accounts and tax forms that are outside the scope of the eTax Documents service, you will continue to receive your tax forms by mail without further action by you. Your enrollment applies to all eTax Documents that are produced after your consent, including future tax years, until consent is withdrawn by the primary owner of the eligible accounts, or we terminate your enrollment in the eTax Documents service, or we terminate the eTax Documents service itself. We will provide you with reasonable notice before terminating your enrollment or the eTax Documents service.

eTax Documents will be made available through Digital Banking on or before the IRS required deadline. Please see IRS.gov for applicable tax form deadlines. Only IRS forms are covered under this Agreement. Any state tax forms we are required to furnish to you are not available for electronic delivery. Paper versions of these forms will be mailed to you through U.S. mail.

Tax forms for which Internal Revenue Service reporting thresholds are not met will not be created and will not be available through Digital Banking. (For example, checking account customers with aggregated interest amounts lower than \$10.00 will not receive a tax statement. Please see IRS.gov for the various form reporting thresholds. Each eTax Document will remain available through Digital Banking for at least two (2) tax years. After that, you may request a paper copy of your tax forms by calling the phone number specified above in Section 6 of PART A entitled, "Customer Care Center."

We reserve the right to determine and change which tax documents will be provided as eTax Documents rather than by paper, and the right to provide any information by paper in addition to (or instead of) eTax Document despite enrollment in the eTax Documents service. We also reserve the right to determine and change which account types are eligible for the eTax Documents service.

The following business circumstances will result in you receiving your tax statement through U.S. mail even if you've provided your consent for eTax Documents:

- If your Digital Banking account becomes closed for any reason. In that circumstance, we may, but are not required to, send you notice before resuming sending you paper tax statements.
- If we have actual knowledge that your Notifications of eTax Documents are being returned to us due to an undeliverable email address, and we decide in our discretion to mail paper tax statements. In that circumstance, we may, but are not required to, send you notice before resuming sending you paper tax statements.
- If we send you prior written notice that we are, in our discretion, terminating your enrollment in the eTax Documents service or terminating the eTax Documents Service itself. Reasonable notice of termination shall be twenty-one (21) calendar days for consumers and ten (10) calendar days for non-consumers. Notice of termination may be sent by email to the same address as Notifications.

Miscellaneous. We reserve the right to determine which Account information will be provided by eDocument Communication rather than by paper, and the right to provide any information by paper in addition to (or instead of) eDocument Communication despite enrollment in any eDocuments Service. We may change those determinations, or suspend or terminate any eDocuments Service or enrollment, at any time for any or no reason, with or without prior notice. (In addition, if an eDocuments Account becomes delinquent, charged-off, blocked or frozen, it may no longer be accessible via Digital Banking, then eDocument Communications may no longer be available for that eDocuments Account. If that eDocuments Account is reinstated, you may need to reenroll it before its eDocument Communications will resume.)

These terms and conditions for eDocuments Service supplements, but do not replace, your Account Agreements and other agreements that you may have entered into that are applicable to your account. For example, see your Account Agreements for information about your obligation to promptly review statements and report errors or unauthorized activity in your accounts; your rights and our duties when you report errors or unauthorized activity; limitations on our liabilities and your remedies applicable to products and services (including an eDocuments Service) that we provide in connection with Digital Banking.

- 45. Secure Messages.** The Secure Messages feature provides a method for you to communicate with the Bank in an encrypted manner in connection with questions regarding Digital Banking services. The Secure Messages feature should provide you with information to either answer your question or provide you with next steps in order to help answer your question. However, you agree and acknowledge that the Secure Messages feature cannot be used to give the Bank one or more instructions to move funds or to start a funds transfer claim for unauthorized use. Secure Messages will only be saved within the Digital Banking service for 90 days.
- 46. Web Connect.** Using the Web Connect feature, you may download account information from your Eligible Accounts using personal banking software that we from time to time elect to support (e.g., Quicken® and QuickBooks®). You are responsible for obtaining and maintaining that personal banking software. You must use the versions that are currently supported by us and the personal banking software vendor (e.g., which shall include the most recent version and may, but it is not required to, include one or more prior versions). We are not required to notify you when the provider(s) of supported personal banking software release updates. We shall not be liable for incorrect information or misapplication of information resulting from the downloading process or the use of such personal banking software. We may charge fees as described in the fee schedule governing your affected Eligible Accounts. Please note that other fees may be assessed by your internet service provider or personal banking software provider.
- 47. Stop Payment of Checks.** You may stop payment on a single check through Digital Banking. If you would like to stop payment on a series of checks, you may do so by contacting your Division's Customer Care or a branch. You must make any stop-payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee (or such lesser combination as we may specify at the time). You may stop payment on any item drawn on your account whether you signed the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Our stop-payment cutoff time is one hour after the opening of the next Business Day after the Business Day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash, or we certified the item). Stop payment fees for your applicable account will apply.
- 48. Internal Transfers.** You can transfer funds among your Deposit Accounts on a one time or recurring basis. You agree and acknowledge that we have the right to establish, without prior notice unless required by law, limitations on the amount or number of Internal Transfers. Unless otherwise required by law, we may also without prior notice increase, decrease, or remove such limitations at any time, and we are not obligated to enforce our limitation of any particular Internal Transfer.
- 49. Internal Transfer (to a Friend).** In addition to making internal transfers among your Deposit Accounts, you may transfer funds from one or more of your Deposit Accounts to another person's eligible account held with us ("**Transfer to a Friend**"). However, you may make Transfers to a Friend only if you know the other person's account number. Without our express consent, Transfers to a Friend may not exceed \$2,500 in the aggregate on any single Business Day. Be certain that you enter in the correct destination account information as Transfers to a Friend will not be recoverable after processing if you make any input errors.
- 50. Loan Payments.** You can transfer funds from one or more of your Deposit Accounts to your Loan Accounts ("**Internal Payments**"). These Internal Payments will be credited to the designated Loan Account as regular payments. Please refer to your Loan Account's agreement(s) for information on how regular payments are applied. And please note that for some Loan Accounts you may be permitted to make principal-only payments. Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice but will be reflected in the features available each time you sign in to Digital Banking. Principal-only payments will not satisfy scheduled payment due requirements. Prior to making a payment to pay off a Loan Account, please contact your Division's Customer Care to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms of the Loan Account.

51. Loan Advance. You may also be able to transfer funds from your eligible loan or credit cards to one or more of your Deposit Accounts (“**Internal Advance**”).

52. Availability of Funds and Cutoff Times for Internal Transfers, Internal Payments, and Internal

Advances. Internal Transfers and Internal Payments ordered before the daily cutoff time will be processed on that day, and available balances in your Deposit Account(s) will be adjusted immediately and available for subsequent: a) ATM transactions; b) PIN-based Debit Card transactions; c) withdrawals at the branch teller; and (d) payment of checks or other debits as applicable to your Deposit Account(s). Please refer to your Account Agreement(s) for information on how regular payments will be credited to a designated Loan Account.

For Internal Transfers and Internal Payments, the cutoff time is midnight Mountain Time on any Business Day.

Internal Transfers, Internal Payments and Internal Advances ordered after the daily cutoff time, or not on a Business Day, are ordinarily posted to your Eligible Accounts on the next Business Day. However, available balances in your Deposit Account(s) are adjusted immediately and available for subsequent: a) ATM transactions; and b) PIN-based Debit Card transactions.

Any Internal Transfer to a Deposit Account may require up to one full Business Day before the funds are available for subsequent non-PIN based Debit Card transactions. Internal Payments made to an enrolled credit card may take up to two Business Days to post, but the credit will be effective as of the date the transfer was initiated. If the available balance in a transferring account is insufficient at the time of a scheduled transfer, these transactions may overdraw your account and result in fee (as disclosed for your Eligible Account).

53. Canceling an Internal Transfer, Internal Payment, or Internal Advance. You may schedule one-time and recurring Internal Transfers, Internal Payments, or Internal Advances. You may cancel any one-time or recurring Internal Transfer, Internal Payment, or Internal Advance if you do so at least one Business Day prior to the scheduled transaction processing date. Scheduled one-time and recurring Internal Transfers, Internal Payments or Internal Advances can only be canceled by placing a request through Digital Banking, or by calling your Division’s Customer Care. You may NOT cancel any immediate Internal Transfer, Internal Payment, or Internal Advance requests. (An “immediate” transaction is one that you schedule to begin processing immediately at the time of your instruction, rather than on a future date.)

54. Insufficient Funds. If your Eligible Account has insufficient funds to complete all of the day’s transactions (including ATM withdrawals, preauthorized transactions, Internal Transfers, Internal Payments, and Bill Pay payments, etc.) that will process for a given Business Day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. If an Internal Transfer or Internal Payment would result in an overdraft of your Eligible Account, we may in our sole discretion honor the transaction and create the overdraft or cancel the transaction. In addition, you will be charged any applicable overdraft fees (as disclosed for your Eligible Account).

55. Mobile Remote Deposit Capture - The Deposit Service. The mobile remote deposit capture feature of Mobile Banking (the “**Deposit Service**”) allows you to make deposits to your eligible checking, savings, or money market accounts with us by using your camera-enabled Mobile Device. That device must be capable of capturing check images and information, and electronically delivering the images and associated information through the Mobile Banking Software to us or our designated processor. The Mobile Device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, and such other information as required by this Agreement or applicable law. Such other information includes, but is not limited to, certain technical information such as your IP Address, Mobile Device identifier, and may also include your longitude and latitude at the time the image is transferred to us.

Eligible Items. You agree only to capture images of “**checks**” as that term is defined in Federal Reserve Regulation CC (“**Reg. CC**”). When the image is converted to an Image Replacement Document for subsequent presentment and collection, it shall be deemed an “**item**” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree to not capture images of any of the following types of checks or other items which shall be considered ineligible items:

- a. Checks payable to anyone other than the owner of the account into which it is being deposited;
- b. Checks drawn on an account held with Bank (a check drawn on another Division is permitted) that you own solely or jointly, and/or you are an authorized signer on;
- c. Checks containing any unauthorized alteration;
- d. Checks payable jointly, unless deposited into an account with the names of all payees;
- e. Checks previously converted to a substitute check, as defined in Reg. CC;
- f. Checks drawn on a foreign bank and/or that are not payable in United States currency;
- g. Checks that are payable on sight or payable through drafts, as defined in Reg. CC, or are remotely created checks, as defined in Reg. CC;
- h. Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit;
- i. Checks with any endorsement on the back other than that specified in this Agreement;
- j. Checks that have previously been deposited by any remote capture or physical delivery;
- k. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department;
- l. Checks that have previously been returned unpaid for any reason;
- m. Travelers Checks;
- n. Checks payable to "Cash";
- o. Checks transmitted from outside the United States;
- p. Registered government warrants;
- q. Money Orders;
- r. Checks that are prohibited by our current procedures relating to the mobile remote deposit capture feature, or which are otherwise not acceptable under your Deposit Account Agreement, or as we may otherwise determine in our sole discretion; or
- s. Government checks of any type, state or federal. However, federally issued stimulus checks (only those checks intended to stimulate the U.S. economy) are eligible for the Deposit Service.

We may in our sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. We reserve the right to charge back to your account, at any time and without regard to any chargeback deadlines, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Deposit Service as follows: sign the back of your check with your name and the words "**FOR MOBILE DEPOSIT TO [NAME OF YOUR BANK DIVISION]**" or as otherwise instructed by us. (See Section 1 in PART A for a list of "Division" names). You agree to follow all other procedures and instructions for use of the Deposit Service as we may establish from time to time.

Image Quality. The image of a check or item transmitted to us using the Deposit Service must be legible and must comply with the requirements established from time to time by us, applicable law, or clearing house or association rule. We shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate and legible image, and we reserve the right to reject any deposit.

Receipt, Security and Errors in Transmission. Use of the Deposit Service involves the electronic transmission of information across the networks of your wireless service provider and others that we do not operate or control. You accept the risk, and we bear no responsibility or liability, for the quality, privacy, security or act or actual delivery of wireless data transmissions, or the disclosure of information through such errors. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account.

Keeping and Destroying Checks After Imaging. Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain the check for no more than 30 calendar days from the date of the image transmission. After 30 days, you must destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain the check, you must: a) promptly provide it to us upon request; 2) keep it secure against loss, theft, misplacement or accidental redeposit or transfer, and 3) not intentionally or accidentally redeposit or transfer the item. You agree to indemnify us, hold us harmless, and defend us against any damages, claims or losses suffered or alleged by any person arising from the check (or a substitute check therefore) being deposited, negotiated, purchased, or transferred after your remote deposit. Intentional, knowing, or reckless use of the check after remote deposit may constitute fraud and/or criminal offense.

Availability of Funds. In general, if an image of an item you transmit through the Deposit Service is received and accepted before 7:00 p.m. Mountain Time (8:00 p.m. Central Time, 6:00 p.m. Pacific Time) on a Business Day that we are open, we consider that day to be the day of your deposit, subject to the other terms and conditions herein. (Note: during national daylight savings time (typically the second Sunday in March to the first Sunday in November) the Deposit Service ends at 6:00 p.m. Arizona local time). Otherwise, we ordinarily consider that the deposit was made on the next Business Day we are open. Funds deposited using the Deposit Service will generally be made available the next Business Day after the day of deposit. We may delay the availability of your funds at our discretion if we deem it appropriate in accordance with our policies and procedures.

Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we can reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. We will inform you of our current generally applicable standard deposit limits in a notice appearing within the Mobile Software at the beginning of each deposit session. Higher limits may be made available in our sole discretion for certain qualified accounts, but those higher limits: a) will not appear in the Mobile Software; and b) may be revoked at any time by us for any or no reason without notice (in which case the standard deposit limits disclosed in the mobile software shall apply).

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion and subject to your Account Agreements.

Termination. We may suspend or terminate your use of the Deposit Service at any time without cause, but your prior representations, warranties and obligations shall remain in full force and effect. Without limiting the foregoing, your use of the Deposit Service may be terminated if you breach any term of this Agreement, if you use the Deposit Service for any unauthorized or illegal purposes, or you use the Deposit Service in a manner inconsistent with the terms of any other agreement you may have with us.

Fees for Remote Deposit Capture. A fee may be charged for using the Deposit Service. We may change that fee amount from time to time, but the current amount will be disclosed before you choose to submit your deposit transaction. You authorize us to deduct any such fees from any account in your name with us.

User Warranties and Indemnification. You warrant to us that:

- a. You will only transmit eligible items;
- b. Images will meet our image quality standards;
- c. You will not transmit duplicate items;
- d. You will destroy remotely deposited items, and not re-deposit or re-present any original item;
- e. All information you provide to us is accurate, true and correct;
- f. You will comply with this Agreement and all applicable rules, laws and regulations; and
- g. With respect to each check image that you transmit, you are deemed to have made any representation or warranty that would have applied had you deposited a paper check by other means.

You must indemnify and hold us harmless from any loss or damage arising from or in connection with breach of these warranties.

56. Bill Pay Service. You may enroll in the Bill Pay Service through our separate enrollment process unless Digital Banking allows you to self-enroll. Specifically, the Bill Pay Service allow you to initiate one-time and/or recurring payments in U.S. dollars to pay Billers that are located in the U.S. Also, to the extent applicable, the Bill Pay Service allows you to have your Billers electronically present you with e-Bills.

You agree and acknowledge that we provide the Bill Pay Service to you through one or more third-party service providers, including Fiserv Solutions, Inc., and its affiliates. Our third-party service providers are not parties to this Agreement. We are the sole party responsible to you for any payments you make through the Bill Pay Service, and for any liability that attaches in connection with the Bill Pay Service. Our third-party service providers shall be third party beneficiaries of these terms and conditions in connection with the Bill Pay Service and will be entitled to all the rights and protections (including all limitations of liability) that this Agreement provides to us, including without limitation in connection with their recovery of Payment Amounts that you may owe to them as described below. Our third-party service providers are subject to change without prior notice to you. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Further, you agree and acknowledge the Bill Pay Service is subject to the terms and conditions of the separate Related Document and 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 online by the Bill Pay Service when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for that particular Biller. (The earliest possible date designated by the Bill Pay Service may vary based on factors such as the identity of the Biller, the Bill Pay Service's arrangements with the Biller, and the method of payment the Bill Pay Service elects to use to execute your Payment Instruction to that Biller.) When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

The Bill Pay Service Guarantee. Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Pay Service will bear responsibility for any late payment related charges you incur, up to \$50.00, if a payment posts after its Due Date. The preceding sentence applies: a) only if the payment was scheduled in accordance with the guidelines described above in the "Bill Payment Scheduling" section; and b) only if none of the exceptions listed below in the "Payment Authorization and Payment Remittance" and "Exception Payments" sections apply. We may require you to provide satisfactory supporting documentation before reimbursing you.

Payment Authorization and Payment Remittance. By providing the Bill Pay Service with names and account information of Billers you wish to pay, you authorize the Bill Pay Service to follow the Bill Payment Instructions you enter. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives. We may also change the address of a Biller to whom we send a payment, without notification, if we have received commercially reasonable information that the address you provided is not valid or complete, is no longer accurate, or is no longer the address to which the Biller wishes us to send payments.

When the Bill Pay Service receives a Bill Payment Instruction, you authorize the Bill Pay Service to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. If the Bill Pay Service's third-party service provider has made a Provider Payment to execute your Bill Payment Instruction, you authorize the third-party service provider to debit your Bill Payment Account to reimburse itself for that Provider Payment. You authorize the Bill Pay Service to

honor debits to reimburse the third-party service provider's Provider Payments. The Bill Pay Service may (but is not obligated to) honor debits that create overdrafts in your Bill Payment Account to execute any Bill Payment Instruction or to reimburse any Provider Payment. (See the section "Payment Methods and When Your Account is Debited" for information on when your Bill Payment Account will be debited.) You also authorize the Bill Pay Service to credit your Bill Payment Account for amounts returned or remitted to you by the United States Postal Service, a Biller, the service provider, or another user of the Bill Pay Service. You also authorize the Bill Pay Service to make debit or credit entries to your Bill Payment Account and to Billers to make adjustments and corrections.

The Bill Pay Service will use commercially reasonable efforts to make all your payments properly. However, the Bill Pay Service shall incur no liability and any Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Bill Pay Service, your Bill Payment Account is closed or does not contain sufficient funds to complete the transaction (or the transaction would exceed the credit limit of your overdraft account);
- b. The Biller rejects or returns the payment for any reason (or, except as provided in the Bill Pay Service Guarantee, the Biller mishandles or delays the handling or posting of any payment we send);
- c. Your equipment, software or communications link is not working properly;
- d. The payment processing center is not working properly, and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
- e. You have not provided the Bill Pay Service with correct information, including the correct Bill Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- f. Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
- g. Your Bill Pay Service has been frozen because you are in collections with our third-party service provider; and/or
- h. There may be other exceptions in this or our other agreements with you.

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

Exception Payments. "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments and court ordered payments. Exception Payments may be scheduled through the Bill Pay Service, but they are discouraged and must be scheduled at your own risk. In no event shall the Bill Pay Service be liable for any claims or damages resulting from or in connection with your scheduling of Exception Payments. The Bill Pay Service Guarantee as it applies to late payment related charges is void when Exception Payments are scheduled and/or processed by the Bill Pay Service. The Bill Pay Service has no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, mis-posted, or misdirected Exception Payments will be the sole responsibility of you and not of the Service.

Payment Methods and When Your Account Is Debited. For each individual Bill Payment Instruction, the Bill Pay Service's third-party service provider has sole and exclusive discretion to decide how it will cause payment to the Biller. Payment methods may include, but are not limited to:

- a. "Electronic payment" (e.g., an ACH credit to the Biller's account and an ACH debit from your Bill Payment Account). This usually creates a Provider Payment by the third-party service provider.

- b. "Electronic to check payment" (e.g., a check drawn on the third-party service provider's account and an ACH debit from your Bill Payment Account). This can create a Provider Payment by the third-party service provider.
- c. "Laser draft payment" (e.g., a "remotely created check" the Bill Pay Service writes for you against your Bill Payment Account.) You authorize the Bill Pay Service to issue laser draft payments against your Bill Payment Account.

The payment method determines when your Bill Payment Account will be debited. Electronic payments are debited from your Bill Payment Account no earlier than the Scheduled Payment Date. Electronic to check payments are generally debited no earlier than the Scheduled Payment Date but may be debited earlier if the check is mailed, arrives earlier, and is deposited by the Biller before the Scheduled Payment Date. A laser draft payment will debit your Bill Payment Account no earlier than the date it is actually presented to us for payment. You warrant to us and to our third-party service provider that you will maintain available funds on balance in your Bill Payment Account sufficient to timely pay the debit corresponding to each Bill Payment Instruction. To ensure sufficient funds when your Bill Payment Account is debited, you should assume that your payment may be sent by mailing a check or laser draft, and so you should have an available balance at least a few Business Days before the Scheduled Payment Date.

Failed or Returned Transactions. In using the Bill Pay Service, you are requesting the Bill Pay Service to make payments for you from your Bill Payment Account. A laser draft will debit your Bill Payment Account when it is presented to us for clearance. An electronic payment usually creates a Provider Payment by the third-party service provider before the provider reimburses itself by debiting your Bill Payment Account. An electronic to check payment may also create a Provider Payment. (See "Payment Methods and When Your Account is Debited" above.) Therefore, you warrant to us and to our third-party service provider that you will maintain available funds on balance in your Bill Payment Account sufficient to timely pay the debit corresponding to each Bill Payment Instruction.

If your Bill Payment Account has insufficient available funds for us to complete a transaction (including honoring the debit that corresponds to your Bill Payment Instruction), then we have no obligation to complete any portion of that transaction; in some instances, you may receive a return notice as a result. We may, however, in our sole discretion complete the transaction and create an overdraft in your Bill Payment Account or pursue collection against you by any other method permitted by law. Without limiting the foregoing, we may debit any other deposit account or draw on any other line of credit that you may have with us. All the terms of your deposit account agreement with us governing your Bill Payment Account, and its associated fee schedule, including but not limited to those governing overdrafts, returned items, insufficient funds, credit reporting, fees and charges, collection rights, offsets and dispute resolution shall apply.

If our third-party service provider executed your Bill Payment Instruction by making a Provider Payment but we dishonor its reimbursing debit, then you remain indebted directly to the service provider. The third-party service provider has the right to undertake collection activity against you. You agree to reimburse the third-party service provider upon demand. You agree that the third-party service provider may charge you interest at the rate of 1.5% per month (or the legal maximum rate, whichever is less) on unpaid amounts, together with reasonable attorney's fees and any returned payment fees that it may be charged by us, Billers, or other financial institutions. The third-party service provider may also report the facts to a credit reporting agency.

You agree and acknowledge that: a) Provider Payments, interest, attorneys' fees and returned payment fees are obligations that you incur directly to the third-party service provider (not to us); and b) all collection activity for Provider Payments and such associated amounts are undertaken by the third-party service provider for its own account (not at our direction or as our agent or our assignee). Such collection activity is undertaken solely by the third-party service provider and not on our behalf. Such collection activity by the third-party service provider is not part of the Bill Pay Service and shall not be deemed to occur in connection with the Bill Pay Service, and we shall bear no responsibility or liability for the third-party service provider's collections activities.

All joint owners of the Bill Payment Account are jointly and severally liable for Provider Payments by the third-party service provider, and for overdrafts in the Bill Payment Account.

Payment Amount Limits. For Personal Digital Banking Customers, the following are the daily and per transaction limits for Bill Payments; however, those are disclosed to you at the time you enroll in Digital Banking and are set forth in Digital Banking. For Business Digital Banking Customers, the daily and per transaction limits are set forth within Digital Banking. For security purposes, the Bill Pay Service may impose limits on the amount of money you can send through the Bill Pay Service, in total over a time period or by transaction. Your limits may be adjusted from time-to-time in the Bill Pay Service's sole discretion. Also, Billers may impose their own limitations on bill payments or e-Bills that are beyond the control of the Bill Pay Service.

Cancelling Or Editing a Scheduled Payment. There is no charge for canceling or editing a Scheduled Payment. Once a Scheduled Payment has begun processing by ACH or by issuance of any check or laser draft, it cannot be cancelled or edited. Instead, a Stop Payment must be requested.

- **Cancellation or Editing through Digital Banking.** You may cancel or edit a Scheduled Payment (including recurring payments) by following the directions in the Bill Pay Service's section of our Digital Banking services Website.
- **Calling or Writing to Cancel.** You may cancel a Scheduled Payment (including recurring payments) by contacting us at least three (3) Business Days before its processing. Contact us by calling Customer Care for your Division as set forth above in Section 6 of PART A entitled, "Customer Care Center" or write to you Division Bank's Customer Care by P.O. Box 30709 Salt Lake City, UT 84130-0709. We may require you to confirm oral cancellations in writing within 14 days.

Stop Payment Requests. The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check or laser draft has been issued or has cleared (see "Payment Methods and When Your Account is Debited" above). Also, if a payment has begun processing, the Bill Pay Service may not have a reasonable opportunity to act on your stop payment request. If you desire to stop any payment that has already begun processing, you must call Customer Care for your Division Bank, as set forth above in Section 6 of PART A entitled, "Customer Care Center," or write to your Division Bank's Customer Care Center P.O. Box 30709 Salt Lake City, UT 84130-0709. Although the Bill Pay Service will make a commercially reasonable effort to accommodate your request, the Bill Pay Service will have no liability if it is unsuccessful. The Service may require you to confirm your request in writing within fourteen (14) days. Consult the deposit account agreement governing your Bill Payment Account for additional information regarding requests to stop payment on checks, drafts, and electronic transfers. The charge for each stop payment request will be the current charge for such service as set out in the schedule of fees for your Bill Payment Account.

Prohibited Payments. Payments to Billers outside of the United States or its territories are prohibited through the Bill Pay Service. In addition, payments that violate any law, statute, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the Bill Pay Service. We have the right, but no duty, to monitor for, block, cancel and/or reverse prohibited payments. In addition to the foregoing prohibited payments, we may, but have no duty to, block and/or reverse payments that involve donations or payments to an unauthorized charity or nonprofit organization, unless we have performed appropriate due diligence on and investigation of such charity or organization and have in our sole discretion determined its legitimacy. In no event shall we or our third-party service provider be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no duty to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted, or misdirected prohibited payments will be your sole responsibility and not ours.

Address or Banking Change. You agree and acknowledge that it is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes to your Bill Pay email address can be made online within the Bill Pay section of Digital Banking, or by calling Customer Care (see the heading "Customer Care Center" in Section 6 of

PART A of this Agreement). Any changes in your Bill Payment Account should also be made in accordance with the procedures outlined within the Bill Pay Service's online Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Bill Payment Account information. The Bill Pay Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information.

Service Termination, Cancellation, Or Suspension. In the event you wish to cancel the Bill Pay Service, you may have the ability to do so within the Bill Pay Service section of our Digital Banking service, or you may contact Customer Care via one of the following: a) Telephone us at the Customer Care number for your Division as set forth in Section 6 of Part A under the heading "Customer Care Center" during customer care hours; and/or b) write us at: your Division Bank's Customer Care Center P.O. Box 30709 Salt Lake City, UT 84130-0709. You agree and acknowledge that any payment(s) the Bill Pay Service has already processed before the requested cancellation date will be completed by the Bill Pay Service. Also, you agree and acknowledge that all Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled, and your e-Bill service will be canceled. We have the right to terminate or suspend the Bill Pay Service for your use and/or access at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. If you do not sign in to the Bill Pay Service and schedule a payment via the Bill Pay Service for any 120-day period, we may terminate your Bill Pay Service without further notice. If we terminate your Bill Pay Service, your online bill payment information will be lost and unprocessed Scheduled Payments (including recurring payments) and e-Bills will be cancelled without notice.

Refusing Payment Instructions. You agree and acknowledge that we reserve the right to refuse to pay any Bill Payment Instruction in our sole discretion. Without limiting the foregoing, we may refuse: a) to pay any specific Biller or type of Biller; b) to make any payment we believe or suspect might be prohibited by law, prohibited by this Agreement or the Account Agreements, or inconsistent with our generally applicable banking policies; or c) to make any payment that we believe or suspect might not be timely reimbursed or paid by you. The Bill Pay Service will make reasonable efforts to notify you promptly if it decides to refuse to pay a Bill Payment Instruction. This notification is not required if you attempt to make a prohibited payment (as described in the section entitled "Prohibited Payments") or an Exception Payment (as defined in the section entitled "Exception Payments").

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

Joint Owners. Each joint owner of the Bill Payment Account (or other account as applicable) has full and independent authority to use the Bill Pay Service as if he or she was the sole owner, and without the consent of or notice to any other joint owner. Such powers include, without limitation, authority to: a) see the transactions, e-Bills, and other data associated with the Bill Pay Service and Bill Payment Account (or other account as applicable); b) order Bill Payment Instructions from the Bill Payment Account; c) cancel Scheduled Payments or e-Bills; and d) close the Bill Payment Account (or other account as applicable). We may honor the Bill Payment Instructions and other instructions of any one joint owner without inquiry, notice or liability to any other joint owner. All joint owners are jointly and severally liable for Provider Payments by the third-party service provider and for overdrafts in the Bill Payment Account (or account as applicable). Notice by the Bill Pay Service to any one joint owner of the Bill Payment Account (or account as applicable) shall also constitute notice by the Bill Pay Service to all joint owners.

Acceptable Use. You agree and acknowledge that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Bill Pay Service, regardless of the purpose of the use, and for all communications you send through the Bill Pay Service. We and our third-party service providers have the right, but no duty, to monitor and remove communications content that we, in our sole discretion, find to be objectionable in any way. In addition, you agree and acknowledge that you are prohibited from using the Bill

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

Information Authorization. Your enrollment in the Bill Pay Service may not be fulfilled if we or our service providers cannot verify your identity or other necessary information. In order to verify ownership of a Bill Payment Account(s) and/or any other account for Digital Banking service fees, the Bill Pay Service may in its discretion (but without obligation) choose to issue offsetting debits and credits to that account and then require confirmation from you. By requesting to enroll in or use the Bill Pay Service, you agree that we and/or our service providers may review your credit rating at our expense through an authorized bureau.

In addition, we can share with our service providers personal information about you, including, without limitation, financial information, and transaction history regarding your Bill Payment Account. We and our service providers can use personal information about you for our everyday business purposes and our service provider's service to us and/or you, such as to maintain your ability to access the Bill Pay Service, to authenticate you when you sign in, to send you information about the Bill Pay Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections (including collection of Provider Payments), 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 service provider's rights and property, and to customize, measure, and improve the Service and the content and layout of the Website.

Additionally, we and our service providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims (including Provider Payments) or other liability. We and our service providers may obtain financial information regarding your account from a Biller or your financial institution (e.g., to help resolve payment posting problems or for verification.)

We and our service providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our service providers may use, store, and disclose such information acquired in connection with the Bill Pay Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

Exclusion of Warranties. OTHER THAN THE LIMITED BILL PAY SERVICE GUARANTEE EXPRESSLY PROVIDED HEREIN, THE BILL PAY SERVICE, OUR DIGITAL BANKING SERVICES WEBSITE (INCLUDING BUT NOT LIMITED TO THE SERVICE SECTION OF THAT WEBSITE), 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, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 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.

Limitation of Liability. THIS AGREEMENT EXPRESSES YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US, OUR AFFILIATES, OUR SERVICE PROVIDERS, AND THE RESPECTIVE EMPLOYEES AND CONTRACTORS OF THE FOREGOING. YOU ACKNOWLEDGE AND AGREE (A) THAT THE BILL PAY SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FROM TIME TO TIME FOR INDETERMINATE PERIODS AMOUNT OF TIME DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, OR DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL (INCLUDING BUT NOT LIMITED TO STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION), AND (B) THAT IN NO EVENT SHALL WE, OUR AFFILIATES OR OUR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS THEREOF, BE LIABLE FOR ANY CLAIM OR DAMAGES ARISING FROM OR RELATED TO THE BILL PAY SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

IN NO EVENT SHALL WE, OUR AFFILIATES, OUR SERVICE PROVIDERS, OR ANY EMPLOYEE OR CONTRACTOR OF ANY OF THE FOREGOING, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, ECONOMIC (INCLUDING LOSS OF GOODWILL OR PROFITS), PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, THAT ARISE IN ANY WAY OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE, OR MAINTENANCE OF THE BILL PAY SERVICE, OUR DIGITAL BANKING SERVICE WEBSITE (INCLUDING BUT NOT LIMITED TO THE SERVICE SECTION THEREOF) EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE BILL PAY SERVICE, SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

Fees in Connection with the Bill Pay Service. Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. Please see your fee schedule for further information. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Pay Service to deduct the calculated amount from your designated Bill Payment Account or any other account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. The Section entitled "Failed or Returned Transactions" applies to amounts you owe our third-party service provider or us, if you fail to timely reimburse our third-party service provider or us for Provider Payments or the fees and charges described in this Agreement.

e-Bill Feature. The Bill Pay Service includes a feature that electronically presents you with e-Bills from select Billers. E-Bills may not be available from all of your Billers. Our e-Bill feature is provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements.

- **Which of your Billers will Present you with e-Bills.** You will receive e-Bills from a company only if: a) you have designated it in the Bill Pay Service as one of your Billers; and b) it has arranged with our third-party service provider to deliver e-Bills. The Bill Pay Service may then present you with e-Bills from that e-Biller if either: a) you affirmatively elect online within the Bill Pay Service to receive e-Bills from that e-Biller; or b) that e-Biller chooses to send you e-Bills on a temporary "trial basis." In either case, you can elect online within the Bill Pay Service to stop receiving e-Bills from that e-Biller. Electing to receive e-Bills, automatically receiving trial e-Bills, and declining further elected or trial e-Bills all occur on an individual e-Biller basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial e-Bills feature. When affirmatively electing to receive e-Bills from a particular e-Biller, you may be presented with terms from that e-Biller for your acceptance (but we are not a party to that e-Biller's terms).
- **Paper Copies of e-Bills.** While receiving e-Bills on an automatic "trial basis" from an e-Biller, you will continue to receive your ordinary statements from that e-Biller (e.g., "trial basis" e-Bills do not stop paper

statements). If you affirmatively elect to start receiving e-Bills from an e-Biller, that e-Biller may stop sending you paper or other statements. Check with the individual e-Biller regarding your ability to obtain paper copies of e-Bills on a regular or as-requested basis.

- **Sharing Information with Billers.** You authorize the Bill Pay Service to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which the Bill Pay Service has identified as offering e-Bills for purposes of matching your identity on the Bill Pay Service's records and the Biller's records to:
a) activate your affirmative request for e-Bills; and/or b) confirm your eligibility for "trial basis" e-Bills.
- **Information Held by Billers.** The Bill Pay Service is unable to update or change any personal information held by your Biller in its own records (e.g., name, address, phone numbers and email addresses). Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Bill Pay Service and/or bill information.
- **Activation.** The Bill Pay Service may notify the e-Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from e-Biller to e-Biller and may take up to sixty (60) days, depending on its billing cycle. While your e-Bill feature is being activated, it is your responsibility to keep your accounts current. Each e-Biller reserves the right to accept or deny your request to receive e-Bills.
- **Authorization to Obtain Bill Data.** You authorize the Bill Pay Service to obtain bill data from your Billers that you have requested to send you e-Bills, and from your Billers that wish to send you trial e-Bills. For some Billers, you will be asked to provide the Bill Pay Service with your username and password for that Biller. By providing the Bill Pay Service with such information, you authorize the Bill Pay Service to use it to obtain your bill data.
- **Notification.** We will use commercially reasonable efforts to present all of your e-Bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an email notification to the email address listed for the Bill Pay Service. 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 sign in to the Bill Pay Service and check on the delivery of new e-Bills. The time for notification may vary from e-Biller to e-Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of Electronic Bill Notification.** The e-Biller reserves the right to cancel the presentment of e-Bills at any time. You may cancel electronic bill presentment at any time. The timeframe for implementing cancellation of your electronic bill presentment may vary from e-Biller to e-Biller. It may take up to sixty (60) days, depending on the billing cycle of each e-Biller. The Bill Pay Service will notify your e-Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service will not be responsible for presenting any e-Bills that are already in process at the time of cancellation.
- **Non-Delivery of e-Bill(s).** You agree to hold the Bill Pay Service harmless should the e-Biller fail to deliver your e-Bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the e-Biller directly.
- **Accuracy and Dispute of an e-Bill.** The Bill Pay Service is not responsible for the accuracy of your e-Bill(s). The Bill Pay Service is only responsible for presenting the information it receives from the e-Biller. Any discrepancies or disputes regarding the accuracy of your e-Bill summary or detail must be addressed and resolved directly with the e-Biller.

57. Wire Transfer Payment Service. Through the Digital Banking service, you may access, print, and complete our applicable Wires Application for Digital Banking. You can bring the applicable Wires Application for Digital Banking in to one of our locations and sign it there. Also, if permissible by us, you may be able to mail it in after it has been signed and notarized. However, please contact us for further information.

Also, for customers that are enrolled in Personal Digital Banking services, you may be allowed to apply for and complete enrollment in the Wire Transfer Payment Service through Digital Banking by using the self-enrollment feature set forth in Digital Banking. You agree and acknowledge that we must be given a reasonable amount of time to review and approve your Wire Application for Personal Digital Banking, which may take up to two Business Days.

The Wire Transfer Payment Service provides that all of your deposit accounts, now and in the future, that are eligible for Digital Banking will be enrolled for wire services upon completion of the applicable application and/or other Related Document unless you unenroll one or more deposit accounts only by: a) calling the applicable Customer Care number above in Section 6 of PART A entitled, "Customer Care Center;" or b) executing a new application and/or other Related Document.

Finally, you agree and acknowledge that Wire Transfer Payment Service is subject to the terms and conditions of the separate Wire Application for Personal Digital Banking/Wire Application for Business Digital Banking, Wire Agreement for Digital Banking, and this Agreement.

Applicable Law; Domestic Wires Only. The Wire Transfer Payment Service and transactions thereunder are governed by the laws of the state where your deposit account(s) used for the Wire Transfer Payment Service is located (including Article 4A of that state's Uniform Commercial Code), and applicable federal law including federal Regulation J. Federal Regulation E and the Electronic Funds Transfer Act, which grant special rights to consumers to dispute electronic funds transfers, do not apply to the Wire Transfer Payment Service's domestic wire transfers. The terms of this Agreement, including, but not limited to, the section below entitled "Wire Transfer Payment Service Security Procedure," govern your ability to claim a wire was unauthorized. You must review the "Wire Transfer Payment Security Procedure" section carefully and determine whether the Wire Transfer Payment Service is appropriate for you. You represent and warrant that you will only request wires to domestic destinations.

Authorized Accounts; Authorized Users; Dollar Limits. Each one of your deposit accounts, eligible for Digital Banking through the Bank's Digital Banking services, are activated for the Wire Transfer Payment Service (individually an "authorized account" and collectively the "authorized accounts"). You hereby authorize us to act upon any wire transfer request (or upon any request to cancel or change such transfer) that we receive from an Authorized User from an authorized account; and you agree that such wire transfer request shall be deemed a request directly from you for purposes of the Wire Transfer Payment Service.

For Business Digital Banking Customers: Business Digital Banking customers acknowledge that each CSA has the ability to make important changes to the customer's Digital Banking service, including but not limited to: a) creating and deleting Authorized Users (including other CSAs) for authorized accounts under the Wire Transfer Payment Service; and b) changing Authorized Users' dollar limits and other transaction rights and restrictions. Your CSA is also your agent for requesting changes that must be made by us, such as: a) adding or deleting an authorized account under the Wire Transfer Payment Service; or b) changing the total dollar limit for your Wire Transfer Payment Service. You are at all times responsible for all the actions of your CSA, for knowing all users' access, authorities and restrictions established and changed by your CSA, and for all transactions enabled thereby. We may require that you request such changes on forms we specify. You (including an Authorized User) may submit specific wire transfer requests by signing in to your Digital Banking service, selecting the "Transfers" tab, then under the "Transfer Money" section, then select wire transfer under Transfer Tools, then enter the information requested on the wire transfer screen and completing the online process. You cannot use the Digital Banking messaging function to submit wire transfer requests. All wire transfer requests using Digital Banking shall be governed by this Agreement.

Wire Transfer Payment Service Security Procedure. For the Digital Banking Wire Transfer Payment Service, you and we hereby agree to the “Wire Transfer Payment Security Procedure” set forth below. That Wire Transfer Payment Security Procedure shall be a “security procedure” for purposes of section 4A-201(1) of the Uniform Commercial Code, as it may be amended from time to time. So long as we, Zions Bancorporation, N.A., act in good faith and authenticate a wire transfer request pursuant to the agreed Wire Transfer Payment Security Procedure, any wire transfer request (or any request to amend or cancel a wire transfer request) that uses your Access Credentials or those of your authorized user shall be binding upon you, and you shall be liable for that request and payment of any transferred amount, plus transfer fees, even if the wire transfer request was not actually initiated or authorized by you (e.g., by an imposter). If we do not follow the agreed Wire Transfer Payment Security Procedure but can prove the wire transfer request (or request to change or cancel a wire transfer) was originated or made by you, by your authorized agent, or for your benefit, then you will still be liable for the wire transfer request and any transfer amount plus transfer fees. You hereby agree on behalf of yourself, authorized users, employees, and agents that we can (but have no obligation to) record telephone calls concerning any such request, electronically or otherwise, without further notice or consent.

The mutually agreed “Wire Transfer Payment Service Security Procedure” to verify wire transfer requests consists of Step a) for all wire transfer requests, plus either Step b) or Step c), depending on whether the wire transfer request is made through Personal or Business Digital Banking.

a. In Personal and Business Digital Banking.

(1) Our Digital Banking service must be accessed using valid Access Credentials. A wire transfer request made using those Access Credentials is deemed made in your name;

(2) The wire transfer request must be submitted through our Digital Banking Wire Transfer Payment Service. The wire transfer request must specify a deposit account: (i) that you have designated for the Wire Transfer Payment Service; and (ii) in which the Access Credentials used have authority to make transactions; and

(3) The wire transfer request must be: (i) within the dollar limits we set for the Wire Transfer Payment Service, and (ii) within any lower dollar limits that you have instructed us to set (or that your CSA has set) for the particular Access Credentials being used.

b. In Personal Digital Banking. The wire transfer request must be verified through our “transaction-based authentication service” (also called “One Time Passcode” or “OTP”). To verify the wire transfer request, a person must:

(1) Use Digital Banking to request a security code be sent to a destination associated with the Access Credentials being used; and

(2) Enter that security code into Digital Banking.

c. In Business Digital Banking. The wire transfer request must be verified:

(1) Our “transaction-based authentication service” as described above in b) for Personal Digital Banking; and, if applicable, as a result of prior enrollment in Dual Auth (as defined in this Agreement),

(2) Dual-authorization controls established within the Business Digital Banking service, whereby any wire transfer requested using one set of Access Credentials must be separately approved using a different set of Access Credentials.

You agree and acknowledge that you bear sole responsibility for maintaining strict secrecy and security of all Access Credentials, any codes used for transaction-based authentication services, and any other identifiers, codes, tokens, passwords, or the like (collectively “**Identifiers**”) that we issue to you or allow you to select for purposes of security, identification, or transaction verification, including Identifiers issued to or selected for your agents. **You must immediately notify us of any loss or suspected compromise in the security of any Identifier, and of any termination of authorized user.**

You have first determined for yourself, and hereby agree, that the above Wire Transfer Payment Service Security Procedure is commercially reasonable for you, taking into account your expressed wishes, and the size, type and frequency of wire requests you normally issue. You acknowledge that additional security steps can be requested from us by agreement, including blocking the Wire Transfer Payment Service from your Digital Banking and requiring that all wire transfer requests be requested by telephone call to our Central Wires department with a personal identification number, or in person at a branch. We can, in our discretion, amend this Agreement to add or change the steps to the above Wire Transfer Payment Service Security Procedure.

In some cases, we may in our sole discretion take actions in addition to the above Wire Transfer Payment Service Security Procedure to further verify a particular wire transfer request or to detect a potential error in the transmission or content of a wire transfer request. Such actions may cause your wire transfer request to be delayed or not executed, without liability to us, if we have concerns about its authenticity. For example, we may call the last telephone number known to us in our records for this Wire Transfer Payment Service or any account you have with us. Such additional actions shall not be deemed part of the agreed Wire Transfer Payment Service Security Procedure for that or any other wire transfer request, even if taken on a regular basis by us unless we have otherwise agreed in writing that such additional actions are specifically part of the agreed Wire Transfer Payment Service Security Procedure. In no event shall our taking or omitting any additional action in response to any one or more wire transfer requests give rise to any standard of care or liability on our part beyond the specific Wire Transfer Payment Service Security Procedure stated above. The agreed Wire Transfer Payment Service Security Procedure is not designed or intended to detect errors in the transmission of, or the content of, your wire transfer requests (e.g., duplicate payments, or errors in beneficiary or amount). We are not obligated to detect errors by you, authorized users or others, even if we take certain actions from time to time to do so.

In addition to the agreed Wire Transfer Payment Service Security Procedure, we may with or without prior notice impose restrictions on use of the Wire Transfer Payment Service, including, but not limited to, imposing new or lower dollar limits, destination restrictions, or beneficiary restrictions.

Cutoff Times. Wire transfer requests not received by us prior to our established cutoff time for the Wire Transfer Payment Service, with reasonable time for us to act thereon, shall be deemed received on and be executed on the next business day for wire transfer requests. Cutoff Times may vary by type of wire transfer requested and can be changed by us from time to time without prior notice. Current cutoff times are published online within the Wire Transfer Payment Service and are available by calling the Customer Care Center as set forth in Section 6 of PART A above. Timely wire transfer requests will be executed on the same Business Day as receipt but may not be processed immediately.

Availability of Funds. If other debits post to your deposit account before your wire transfer request is processed and result insufficient available funds, then your wire transfer request may not be executed or may be executed with the possibility of an overdraft and resulting fees occurring in your account. We may debit your deposit account for the wire transfer request any time between receiving and executing your wire transfer request. Note: a recurring wire transfer, and the corresponding debit to your deposit account, will be made on the scheduled transfer date, or if that scheduled date is not a Business Day, then on the immediately preceding Business Day for wire transfer requests.

Wire Transfer Fee. A wire transfer fee will be debited from the deposit account from which you send your wire transfer request. The fee either: a) will be disclosed to you on screen by the Wire Transfer Payment Service before you finally submit your wire transfer request; or b) has previously been disclosed to you for off-line wire transfer requests from that deposit account. Note: wire transfer fee waivers generally applicable to that deposit account do not apply to wire transfer requests requested through this Digital Banking Wire Transfer Payment Service. You acknowledge that other Digital Banking and non-Digital Banking payment services we offer may cost less than the Wire Transfer Payment Service for the same transfers.

Your Liability. You are liable for, and shall indemnify and hold us harmless from, any and all claims, causes of action, damages, expenses (including attorneys' fees and legal expenses), and other losses resulting from acts, omissions, or provision of invalid or inaccurate data, by you or any other person acting on your behalf, including

without limitation: a) you breaching this Agreement; b) our debiting or crediting the account of any person as requested by you; or c) the failure to act or delay by any financial institution other than us.

Bank Liability; Limitations. We are responsible only for performing the wire transfer request submitted via the Wire Transfer Payment Service. We are liable only for our own negligence or willful misconduct. We are not liable for acts or omissions by you or any other person, including without limitation any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, or any beneficiary, none of which shall be deemed our agent. Without limitation, we are excused from delays or failing to act if caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes, or other circumstances beyond our reasonable control. We shall have no liability for delay or failure to execute the wire transfer request if it is identified as potentially fraudulent or erroneous by any internal system we may employ for that purpose. In addition, we are excused from liability resulting from delaying or failing to execute the wire transfer request it would cause us to exceed any limitation on our intra-day net funds position under Federal Reserve guidelines, or if it would violate any present or future risk control program of the Federal Reserve or a rule or regulation of other regulatory authorities. In no event will we be liable for consequential, special, punitive, or indirect losses or damages incurred relating to this Agreement, the Wire Transfer Payment Service or related transaction including, without limitation, subsequent wrongful dishonors of payments resulting from our acts or omissions. Any liability by us for loss of interest resulting from our error or delay shall be the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the appropriate account involved in the wire transfer request.

Your Duty to Report Discrepancies, Including Unauthorized or Erroneous Transfers. The wire transfer request will appear on your regular deposit account statement. You must examine your statement and promptly report any discrepancy to us (including issues of authorization, amount, or beneficiary). The deadline to discover and promptly report discrepancies depends on the circumstances but shall not exceed **14 days** from the date we send or make available (including availability online) to you: a) the account statement; b) notice of our acceptance of the wire transfer request; c) displaying in Digital Banking that we have posted the wire transfer request to your account; or d) other information sufficient for you to detect the discrepancy. If you fail to promptly report the discrepancy, we shall not be liable for, and you shall indemnify us from: a) any loss of interest regarding the wire transfer request; and b) any other loss that could have been avoided if you had given prompt notice. If you fail to notify us within **60 days** after the account statement is sent, you are barred from any claim against us. (Note: different reporting rights and requirements could apply to international transfers by consumers, but you represent and warrant that you shall use the Wire Transfer Payment Service to request only domestic wire transfers.)

Processing Wire Transfers. We shall process the wire transfer request based solely upon information received from you. We may, at our sole discretion, choose the funds transfer mechanism to process the wire transfer request (for example, Federal Reserve Bank System, the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.), internal transfer (if we or an affiliate bank or Division are the beneficiary's bank) or correspondent bank transfer). When or before we execute the wire transfer request, you agree to pay us with available funds on deposit for the amount of the transfer plus the current wire transfer fee. If you fail to pay in accordance with this Agreement, we may (but are not obligated to) cancel the wire transfer request; or, we may execute the wire transfer request and collect the amount of the transfer and fees, plus interest thereon at 18% per annum (subject to any applicable legal limit on interest rates), by any lawful means, including but not limited to offsetting against or creating an overdraft in any of your deposit accounts. Standard overdraft fees for your account apply. You authorize us to make adjusting credits and debits to your account to correct any error in processing or execution.

Foreign Currency Conversion. You are not permitted to use Digital Banking to send wire transfers to foreign countries.

Refusing Types of Wires. With or without prior notice, we can identify types of wire transfer requests that we decline to process (e.g., tax payments to the IRS).

Errors. If a wire transfer request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the wire transfer request can be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If the wire transfer request describes a beneficiary inconsistently by name and account number, payment can be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. Your obligations shall not be excused in these circumstances.

Rejections by Bank. All wire transfer requests are subject to our review and acceptance. Confirmation of your wire transfer request is only an acknowledgement of receipt and not an acceptance of your payment order. We may reject any wire transfer request which does not conform to the limitations, security procedures, and/or other requirements set forth in this Agreement, including but not limited to insufficient available funds on deposit. We may reject, except when prohibited by law, at our sole discretion, for any or no reason, any wire transfer request. We shall notify you of our rejection of the wire transfer request by on-screen message, telephone, email, electronic message, U.S. mail or other commercially reasonable means. We will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any wire transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law we shall not complete the wire transfer request and shall "block" the funds until such time OFAC issues a written release to us. We shall have no liability to you for rejecting any wire transfer request.

Rejection of the Bank's Wire Request. If we receive notice that a transmitted wire transfer request has been rejected by another party, we shall notify you, with the reason given, by telephone, on-screen display, electronic message, email or U.S. mail address, or other commercially reasonable means. We have no further obligation to transmit or execute the rejected wire transfer request if we complied with this Agreement for your original wire transfer request.

Cancellation and Change by Customer. You have no right to cancel or amend a domestic wire transfer request after we receive it. We shall use reasonable efforts to act on a cancellation or change request by you, but we have no liability if the cancellation or change is not accomplished.

Notices. In the alternative to electronic notice allowed herein any written notice by us to you may be hand delivered or sent by U.S. mail or express carrier to the address last known to us in our records for this Wire Transfer Payment Service, Digital Banking or any account you have with us, or provided by any other commercially reasonable means. If this Agreement or law does not require us to give you written notice, we may notify you by calling the last telephone number known to us in our records for the Wire Transfer Payment Service, Digital Banking, or any account you have with us. Any written notice from you to us must be hand delivered or sent by U.S. mail or express carrier at the address below under the heading, Errors, Questions, Help Digital Banking Support Telephone" or you may notify us through our Digital Banking service's message center. If this Agreement or law does not require you to give us written notice, you may call Digital Banking support at the applicable phone number below under the heading, Errors, Questions, Help Digital Banking Support Telephone," but we may require that you promptly confirm any telephonic notice in writing.

Termination. Termination by you of the Wire Transfer Payment Service shall be effective on the second business day following receipt of notice, but we can act upon such notice earlier. Termination by us of the Wire Transfer Payment Service shall be effective immediately upon written or oral notice sent or given to you. Any termination by either of us shall not affect any obligations arising prior to termination.

Errors, Questions, Help and Digital Banking Support Telephone. In case of an error or question about your wire transfer request, or if you think your statement or any debit to your deposit account in connection with a wire transfer is wrong, or if you need more information or help, you should contact us as soon as you can by calling Digital Banking support at the applicable phone number below, or by writing to us at the address below.

Digital Banking Support Contact Information.

Digital Banking Wire Operations
P.O. Box 25726
Salt Lake City, UT 84125-0726

You can also call Digital Banking Support at the telephone number listed above in Section 6 of PART A entitled, “Customer Care Center” for your applicable Division Bank. However, you cannot use email as a communication method in connection with an error or question about your wire transfer request.

PART D- Digital Banking Services Offered Only to Customers Enrolled in Personal Digital Banking

PART D set forth terms and conditions for Digital Banking services that are only offered and applicable to customers enrolled in Personal Digital Banking. Specifically, you agree and acknowledge that the Digital Banking services set forth in PART C and in this PART D are offered to customers that are enrolled in Personal Digital Banking. And, more specifically, you agree and acknowledge that this PART D does not apply to customers enrolled in Business Digital Banking. If you are enrolled in Business Digital Banking, then please see PART E and F for additional Digital Banking services along with additional terms and conditions that apply.

58. Opt in for Debit Card Overdraft Service. Through the Digital Banking service, you can give your electronic affirmative consent for us to authorize and pay, in our sole discretion, any ATM or one-time debit card transactions when you do not have a sufficient Available Balance, as defined in your Deposit Account Agreement, and therefore incur one or more overdrafts in your deposit account. Overdrafts in your deposit account may be subject to one or more Insufficient Funds Fee(s) or Continuing Overdraft Fee(s), as set forth in your applicable fee schedule for your deposit account.

59. External Transfer. You may be able to enroll an external deposit account (“External Account”), with or without agreeing to a separate Related Document, in order to make a transfer from one or more of your Eligible Accounts to a deposit account held outside of the Bank, which includes an account held at a Division of the Bank, that is held by you or a third party (provided that you are authorized to transact on the account), or make a transfer from your deposit account held outside of the Bank to a Deposit Account (“**External Transfers**”). External Transfers are limited to a daily aggregate, per Business Day, of \$10,000 for External Transfers to and from your External Accounts.

You agree and acknowledge that we have the right to establish, without prior notice unless otherwise prohibited by law, limitations on the amount or number of External Transfers. Unless otherwise required by law, we may also without prior notice increase, decrease, or remove such limitations at any time, and we are not obligated to enforce our limitation of any particular External Transfers.

Note: Transfers from your Eligible Accounts to another person’s account at a different Division is called an “external transfer to a friend,” which is an ancillary service that may require enrollment and acceptance of additional terms and conditions. The “external transfer to a friend” is subject to the dollar limits set forth above for External Transfers.

Cut-Off Times. The cutoff time is 4:00 p.m. Mountain Time. Any External Transfer request on and after the cutoff time or not on a Business Day, will be deemed to be requested on the next Business Day.

Availability of Funds. For incoming transfers from an External Account, we will make the funds available by the 4th Business Day after we have received the incoming transfer.

Insufficient Funds. External Transfers are subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transaction are not available, the Bank may, in its sole discretion, honor the transaction and create the overdraft, or cancel the transaction. In either case, we may charge a non-sufficient funds (NSF), overdraft, or similar fee for transactions processed that overdraw your account. Also, if we know or receive notice that funds in your Deposit Account are needed to satisfy an obligation such as the payment of a cashier's check or the payment of a debit initiated at a point-of-sale terminal, we may place a hold on those funds, making them unavailable for an External Transfer, until the final settlement date when the funds are withdrawn to pay the obligation.

Cancelling an External Transfer. You may schedule one-time and recurring External Transfer. You may cancel any one-time or recurring External Transfer if you do so at least two Business Days prior to the scheduled delivery date. You may NOT cancel any immediate External Transfer requests. Scheduled one-time and recurring External Transfers can only be canceled by placing a request through your Digital Banking, or by calling your Division's Customer Service. An External Transfer CANNOT be cancelled once it is in process. (An "immediate" transaction is one that you schedule to begin processing immediately at the time of your instruction, rather than on a future date.)

Enrollment of an External Account. Not all accounts are eligible for External Transfers. Only checking, savings, or money market accounts owned by personal customers are eligible. We reserve the right to limit transfer eligibility to certain type of accounts to and to change eligibility for External Transfers.

Also, in order to facilitate the transfer of funds to or from an External Account, which does not include External Transfer to a Friend, you must complete the account verification process. You must know the account number, third party financial institution name and the routing number to initiate the verification process. As part of the process, we will be making two deposits to and one withdrawal from your External Account; you must have access to the External Account to verify the amounts of the test deposits and withdrawal to complete the verification process. You must complete the verification process within 60 days. Further, you understand and agree that the one withdrawal of the two trial deposits to your External Account may count towards any transactions limitations the financial institution imposes on the External Account.

It is important to note that if the External Account you are attempting to verify is designated by the Federal Reserve Board's Regulation D as a "savings account", such as a money market account, then it may be subject to limits on the number of transfers and withdrawals allowed per month. If you are unsure whether your External Account is subject to withdrawal limits, then please contact the financial institution holding the External Account. If at any time withdrawals from the External Account exceed the number allowed for the month, your financial institution may charge and/or contact you.

Further, all External Transfers are Automated Clearing House (ACH) transactions and as such you and each External Transfer are subject to the National Automated Clearing House Association (NACHA) Operating Rules then in effect. Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the third-party financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings trust loans, custodial and other types of accounts. It is your responsibility to verify with the third-party financial institution any restrictions regarding transfers to or from any External Account that you enroll.

Bank Limitation of Liability of External Transfers. The Bank shall not be liable for errors due: a) to your Deposit Account or External Account containing insufficient funds to make the External Transfer; b) to the third-party financial institution holding the External Account mishandling or delaying the processing or posting of the External Transfer funds; and c) to you providing us with incomplete or incorrect information for the account verification process for an External Transfer.

ACH Terms for External Transfers. You agree and acknowledge that when you use Digital Banking to initiate an External Transfer that you authorize the Bank and/or its service provider, to initiate an ACH transaction to your account. You agree and acknowledge that the origination of all ACH transactions to your External Account or Deposit Account must comply with U.S. law.

You agree and acknowledge that the Bank is not required to give you next-day notice after the Bank's receipt of any ACH credit for a rejected or returned transfer request, instead notification is sufficient by posting the re-credited amount to the applicable deposit account held at the Bank used for the debit and listing it on your deposit account statement.

There is an ACH rule that makes payment of an ACH credit entry provisional until the financial institution, which holds the deposit account that is credited for the ACH credit entry, is in receipt of final settlement for such ACH entry. You specifically agree and acknowledge that you have received notice of this ACH rule. Further, if there is no final settlement, then the financial institution will be entitled to a refund from the person who authorized the ACH credit entry and you will not be deemed to have paid the amount of the ACH credit entry. For example, if you initiate an External Transfer request where funds are coming from your external deposit account held at another financial institution in order to be credited to your Deposit Account held at the Bank and the Bank credits you the amount of the external funds transfer request and you do not have the money in your External Account held with your financial institution to settle the External Transfer request, then we may debit your Deposit Account in the amount of the ACH credit entry and you will not be deemed to have paid the External Transfer request.

We are not responsible for detecting any errors in any transfer requested by you through Digital Banking. You are responsible for the content of any transfer instruction and the Bank may rely upon the information you provide to the Bank when processing the transfer instruction. The Bank and any other financial institution may rely solely on the account numbers and bank identifying numbers that you provide to the Bank regardless of whether or not you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your transfers have no responsibility to identify or investigate any discrepancy between names and account numbers. Also, your obligation to pay the amount of any transfer request will not be excused

60. Zelle® and Other Payment Services. Through the Digital Banking service, you may use the Zelle Network ("Zelle®") to engage in a convenient way to transfer money between you and other Users without providing us the recipient's financial information such as routing and account number; instead, aliases can be used, such as email addresses and mobile phone numbers. Also, you may transfer money through the Other Payment Services. However, in order to be able to participate, you must first enroll and agree to our separate Zelle® and Other Payment Services Agreement. For convenience purposes, as set forth below, we have provided the terms and conditions of our separate Zelle® and Other Payment Services Agreement in this Agreement.

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

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

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

Eligibility. The Zelle® and Other Payment Services are offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Zelle® and Other

Payment Services are not offered to minors but, may, in our sole discretion, be permitted if the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Zelle® and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement.

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

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

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us of any violations of this Agreement.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Zelle® and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the Zelle® and Other Payment Services. We and our Service Providers have the right, but, not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Zelle® and Other Payment 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 Services or the portion of the Website through which the Zelle® and Other Payment Services are offered without our prior written permission; i) constitute use of any device, software or routine to bypass technology protecting the Website or Zelle® and Other Payment Services, or interfere or attempt to interfere, with the Website or the Zelle® and Other Payment Services; or j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of this Agreement.

Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Zelle® and Other Payment Services. Your limits may be adjusted from time-to-time in our sole discretion. You may sign in to the Website to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle® and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

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

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

Address or Banking Changes. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes should be made by contacting Customer Service (see Section 6 in PART A above). We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

Information Authorization. Your enrollment in the Zelle® and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle® and

Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information, and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you sign in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Website. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Zelle® and Other Payment Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle® and Other Payment Services.

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

Intellectual Property. All marks and logos related to the Zelle® and Other Payment Services are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Zelle® and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Zelle® and Other Payment Services, the portion of the Website through which the Zelle® and Other Payment Services are offered, the technology related to the Website and Zelle® and Other Payment 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 Website or Zelle® and Other Payment 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.

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

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

In addition to the Zelle® Payment Service, we provide other payment services. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. Second, outside Zelle®, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle®, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle® and Other Payment Terms are referred to as "Other Payment Services" in these Zelle® and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle®, we may ultimately send those transactions via Zelle® when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle® Payment Service, not the Other Payment Services. The term "Zelle® and Other Payment Services" means the Zelle® Payment Service and the Other Payment Services.

The Zelle® and Other Payment Services enable you: a) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or b) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Website 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 Website and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Website, such as the Zelle® mobile handset application ("Zelle® Standalone Locations") and if you choose to initiate or receive a payment at a Zelle® Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle® Standalone Locations and applicable laws and regulations, in each case as in effect

from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's® control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.

The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policies of each financial institution and Payment Network availability. The funds availability policy at Zions Bancorporation, N.A. includes cut-off times where the delivery of payments might not settle until the next business day if the sending or receipt of funds is initiated by you after the close of business. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services payments unless the applicable transaction is transmitted through the ACH Network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

Payment Authorization and Payment Remittance. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section above entitled "Prohibited Payments," you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments.

This second paragraph under this Section entitled, "Payment Authorization and Payment Remittance" does not apply to the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business, or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes.

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle® and Other Payment Services with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, the following applies:

- a. You may authorize a debit of your account to send money to another User either at your initiation or at the request of that User;
- b. You may 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;"
- c. You may establish one or more profiles; however, each profile may be linked to only one bank account or debit card;
- d. You may enroll multiple email addresses or mobile phone numbers in each profile, but 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; and

- e. A Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

By providing us with names and mobile telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again.

When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Website) 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:

- a. If, through no fault of ours, your Eligible Transaction Account does not contain sufficient funds to complete your Payment Instruction, or the Payment Instruction would exceed the credit limit of your overdraft account;
- b. The Zelle® and Other Payment Services are not working properly, and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
- c. The payment is refused as described in the Section below entitled "Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services";
- d. You have not provided us with the correct information, including, but not limited to, the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or
- e. 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 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. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to: a) this Agreement; and b) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle®. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle®. For the Zelle® Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle® Payment Service. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, either in the Zelle® Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in the Section below entitled "Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services." You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle®. Via the Other Payment Services, you may also initiate: a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year; and b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Website.

Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service may contact the Receiver and request that the Receiver: a) provide information so that the identity of the Receiver may be validated at a Zelle® Standalone Location; and, then b) provide eligible transaction account information in order to complete the Payment Instruction (a "**Two-Step Transfer**"). If the Receiver maintains an eligible transaction account with a Network Financial institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service, will contact the Receiver regarding enrollment in Zelle® and receipt of payment. If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.

Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in the Section 33 in PART B of this Agreement entitled, "Error Resolution Notice."

In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with either Zelle® or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no

control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

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

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

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

For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account such as if

we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's eligible transaction account and us (including through the Website) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® Payment Requests, from others through the Zelle® Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

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

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

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

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

Payment Amount Limits. For Personal Digital Banking Customers with a Personal Account enrolled in the Zelle® and Other Payment Services, there are dollar and volume limits per day with an aggregate cap for a rolling 30 days; however, those are disclosed to you at the time you enroll in Digital Banking and are set forth in Digital Banking.

Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services. Zelle® Payment Service payments can only be cancelled in the limited circumstances set forth in the Section entitled "Sending Payments" above. This Section only applies to the Other Payment Services, not Zelle® Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the

processing of the Payment Instruction into the Receiver's eligible transaction account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's eligible transaction account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. To cancel or stop a scheduled Payment Instruction, you should ordinarily use the Website's tools. (You may instead call or write us, but do not email us, at the number or address listed in the Section 6 of PART A entitled, "Customer Service," but the Website's online tool is ordinarily faster than calling or writing.) We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule.

Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

Consent to Emails and Automated Text Messages. By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle® tag, and/or other alias to send or receive money as described in these Zelle® and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile number you have enrolled is: (1) surrendered by you; or (2) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our Customer Care by calling at the number for your Division as provided in Section 6 of PART A above or by emailing your Division as set forth in Section 7 of PART A above. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your mobile phone service 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.

Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Website. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle® Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The Section above entitled "Failed or Returned Payment Instructions" applies if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

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.

Consent to Share Personal Information (Including Account Information). In addition to the Section above entitled "Information Authorization", you consent to our disclosure of your personal information (including bank account information) to Zelle®, other Network Financial Institutions and other third parties for fraud prevention and identity verification purposes, and as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

Wireless Operator Data. In addition to the Section above entitled "Information Authorization", you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle® Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to us or our Service Providers solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. See Zelle's® Privacy Policy at <https://www.Zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

Liability. Subject to our obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, a) any failure, through no fault of us or Zelle® to

complete a transaction in the correct amount, or b) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE. ZELLE® DOES NOT WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

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

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

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

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

Content Standards; Zelle® Tags.

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

services competitive with Zelle®, as determined by Zelle® in its sole discretion; or f) in Zelle's® or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.

The Zelle® Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

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

Customers enrolled in Personal Digital Banking please note that the remainder of this Agreement is only applicable for Customers enrolled in Business Digital Banking and/or customers with Business Accounts.

PART E- Digital Banking Services Offered Only to Customers Enrolled in Business Digital Banking

PART E sets forth the terms and conditions for Digital Banking services that are only offered and applicable to customers enrolled in Business Digital Banking. Specifically, you agree and acknowledge that: a) the Digital Banking services set forth in

PART C and this PART E apply to customers that are enrolled in Business Digital Banking; and b) customers that are enrolled in Business Digital Banking and/or own Business Accounts are subject to the additional terms and conditions in PART F.

61. Digital Invoicing and Accounting Service. Through the Digital Banking service, you may utilize the digital invoicing and accounting service (“Digital Invoicing and Accounting Service”) in order to engage in accounting services or create invoices and/or accept payments in connection with your Eligible Accounts. By accessing and/or using one or more features of the Digital Invoicing and Accounting Service, you agree and acknowledge that that any person entitled by a CSA to use the Digital Invoicing and Accounting Service will be able to view the balances and transaction history of your applicable Eligible Accounts and may be able request that your patrons or payors send money to one or more of your Eligible Accounts without regard to whether the person is authorized at the applicable Eligible Account level to view or engage in money movement.

62. Automated Clearing House (“ACH Service”)

Scope. Subject to credit and other approvals by us, credit limits established by us, and your acceptance of required Related Documents, you can use Digital Banking to submit files to originate the type of ACH transfers (“**Entries**”) of Employee Direct Deposit transactions for payroll purposes.

NACHA Rules. You agree to comply with the Operating Rules and Guidelines of the National Automated Clearing House Association (“**NACHA**”) as amended from time to time (collectively the “**Rules**”) and applicable law. You and we are bound by the Rules for all Entries, whether or not an Entry is sent through an automated clearing house. You can obtain a copy of the current Rules at <https://www.nacha.org> or by telephoning NACHA at (703) 561-1100. As used in this Agreement, “Entries” includes both the meaning provided in the Rules and also entry data you submit from which we may prepare Entries.

You must submit your Entries to us in the manner we designate, including any terms or instructions that may be presented to you on-screen when submitting Entries. Unless we have otherwise agreed in writing after credit underwriting, you must submit ACH consumer credit Entries to us at least one (1) Business Day before the payment date and all other ACH Entries one (1) Business Day prior to the payment date.

Funding. All ACH credit files must be pre-funded unless otherwise agreed in a separate writing signed by us. “Pre-funded” means that we will debit your offset (i.e., payment) Eligible Account, which must be a business deposit account type, for an amount equal to the total of your ACH file. That offset will be made on the day your file is sent to the ACH network for processing (i.e., typically one (1) Business Day prior to the transaction effective date). Each ACH file you send to us will consist of one or more batches of ACH Entries. Sufficient funds must be available in your offset Eligible Account at the time the batches are processed. If sufficient funds are not then available, we will process only those batches for which sufficient funds are available, in the order for those batches to appear within your file. Batches for which sufficient funds are not available will suspend and will be attempted again in the next available settlement window. If a batch cannot be processed the night before the effective date of that batch, that batch will not be processed. Also, in the event your offset Eligible Account, which is the deposit account that is designated to fund the ACH Entries, is a consumer deposit account, you agree and acknowledge that processing of your ACH File(s) will fail, and we will not be liable in any manner whatsoever.

If we do not require your file to be prefunded, we may still refuse your ACH credit file if you have insufficient funds in your Eligible Account on the date, we initiate the transaction (e.g., one (1) Business Day prior to the settlement date for an ACH credit entry) or on the payment/settlement date. We may also require you to maintain sufficient available funds in your Eligible Account prior to processing of your files. We may also place a hold on funds pending processing of your files. If we have reason to believe you may not have adequate funds to cover your ACH file, we may delay execution until we receive adequate assurance from you that the funds will be available. Unfunded batches may be deleted by the Bank in its sole discretion.

If we, in our sole discretion, choose to execute any file that hasn’t been prefunded and for which you lack adequate funds in your Eligible Account, you agree to immediately pay any resulting overdraft and overdraft fees, and you authorize us to collect those amounts on the date of the transaction, or any time thereafter and without

prior notice, by debiting any deposit account you have with us or by advancing funds under any credit account you have with us. You acknowledge that online balances information may not include all recent transactions in your Eligible Accounts, and that balances may reflect funds that are not available for immediate withdrawal. Nothing in this Agreement or any course of dealing shall constitute a commitment or obligation to lend money to you.

Prenotifications. You agree and acknowledge that the ACH Service will automatically create and send pre-notification Entries (prenotes), as defined in the Rules, each time you establish a new recipient. Pre-notifications must precede the first live ACH Entry by at least three Business Days. An ACH Entry or Entries, submitted after 4:00 p.m. Mountain Time or on a non-Business Day will be deemed submitted on the next Business Day. You agree and acknowledge that the ACH Service will not allow you to make a ACH Entry for a Receiver until the prenote process has been completed with no rejection or return. Please allow yourself adequate time for the prenote period to elapse in order to meet the date you want the recipient to receive the live ACH Entry and keep in mind that the Receiving Depository Financial Institution, as defined in the Rules, is not required to validate the name of the payee on the prenote, it is only required to check the account number. You agree not to send any Entry when a prior pre-notification for that Entry has been rejected or returned, unless you have first corrected the reason for the rejection or return. We may provide you with an Alert in the event that we have been advised that there is a change or problem with the bank account information submitted for one or more of your recipients. However, in order to view the full details of the alert for a notice of change ("NOC") and/or return, an ACH entitled user or CSA must sign in to Digital Banking and go into your Alerts inbox. If you do not make the necessary changes, which may include setting up a new ACH recipient subject to a new prenote waiting period, any subsequent payments to the recipient may fail.

Cutoff Time. For ACH Service, the cutoff time is 4:00 p.m. Mountain Time. Any ACH Entry file or files, including a prenote Entry file, submitted on and after the cut off time or on a non-Business Day, will be deemed to be submitted on the next Business Day.

Authorization and Record Retention. You agree and acknowledge that you will initiate Entries only with the prior written authorization of the owners of the accounts that are affected by such Entries. You agree to maintain a copy of each authorization for a period of two (2) years following its termination, and to provide us with a copy upon request. For any warranty that we are deemed by law, the Rules or other payment system rules to make to others regarding your Entries, you make the same warranty to us.

Your Instructions. We are not responsible for detecting or rejecting duplicate Entries or files. If you give us an Entry or file that is incorrect in any way, we may charge your Eligible Account for the payment whether or not we could have detected the error. Your Entries and files must accurately describe your transaction beneficiaries/receivers, intermediary financial institutions, the beneficiaries'/receivers' financial institutions, beneficiaries'/receivers' accounts, and intended settlement dates. If you describe any beneficiary/receiver or institution inconsistently by name and number, we and other institutions are entitled to process your instruction solely on the basis of the number, even if the number identifies a person, entity or institution different from the one you named. If we allow you to select a financial institution's numeric identification (e.g., routing and transit number) by entering or selecting the institution's name, then you are solely responsible for entering the correct name of that institution.

Cancellation, Amendment, and Reversal of ACH Files or Entries. Digital Banking may provide an online tool to cancel an ACH file that has not yet begun processing. You can also cancel files that have not begun processing by calling Customer Service. A file which has begun processing cannot be cancelled or amended. To cancel one in a series of recurring files, we may require that you cancel the series and reschedule the remainder of the series. We may permit you to amend a scheduled file or may require that you cancel it and reenter the desired file. If we attempt to reverse an Entry or file at your request, we shall have no liability for any interest or losses that result if the attempt is not successful. You agree to reimburse, indemnify, defend, hold us harmless for all expenses, losses, claims, actions, proceedings, and damages we may incur in effecting or attempting to affect your requested reversal. You are solely responsible for providing notice to beneficiaries/receivers that a reversal is being attempted and the reason for the reversal no later than the settlement date of the reversal.

Rejections. We may reject any Entry or file if: a) it does not conform to the limitations, security procedures or other requirements set forth in this Agreement; b) there are insufficient unencumbered funds in your Eligible Account; c) it is not authenticated to our satisfaction or we have reason to believe it may not be authorized (notwithstanding compliance with any security procedure); d) it contains incorrect, incomplete, or ambiguous information; e) it exceeds any established dollar limits; f) we believe the beneficiary may be on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury's Office of Foreign Assets Control (which may require us to not complete the transfer and to "block" the funds until that Office issues a written release); g) it appears to us to potentially be in contravention of applicable law, regulation, executive order, or payment system rules; h) it would cause us to exceed any limitation on our intraday net funds position established pursuant to Federal Reserve guidelines; i) it would result in violation of any other law or regulation, or any applicable governmental or NACHA risk control program; or j) it presents any other risk to us that we in our discretion deem unreasonable. We may notify you of our rejection orally, electronically, or in writing, no later than two (2) Business Days after the date the Entry or file was to be affected. We are not required to pay you interest on a transfer for the period between the rejection and your receipt of the notice of our rejection.

Notice of Returns. We may notify you electronically, in writing, by telephone, or otherwise regarding any Entry or file that is rejected or returned for any reason. We are not obligated to credit your Eligible Account with any interest, unless the return is caused by our failure to properly execute the Entry or file. We may attempt to reprocess the Entry or file if the return is due to our error, and we have sufficient data to do so. Also, you agree and acknowledge that we may make changes to a recipient or ACH file or ACH Entry based on correction instructions when it was not our error due to the information received in a notice of return or require that you do so. Further you agree and acknowledge that the foregoing may require you to create a new recipient, subject to a new waiting period while the prenote is in process for any new recipient.

You agree to reimburse us promptly for the amount of any ACH debit or other debit to another account that is reversed, adjusted, or returned. You may not resubmit any ACH debit or other debit if the payment was stopped by the account owner.

Provisional Credit. Under the Rules, if you originate an ACH credit entry transferring funds to a receiver, any credit given by the receiving financial institution to the receiver's account is provisional until the receiving financial institution receives final settlement. If final settlement does not occur, then the receiving financial institution is entitled to a refund of that provisional credit, and you will not have paid the amount of that credit transfer to your receiver. In addition to the Rules, you agree that any amount we credit to your Eligible Account for any funds transfer to you is provisional until we receive final settlement through a Federal Reserve Bank (or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code), and we are entitled to a refund from you of that provisional credit if final settlement does not timely occur.

Audit. You hereby grant us the right (but we shall have no duty) to audit from time to time your practices, procedures, and controls in originating Entries, prenotifications and ACH files, and your compliance with the Rules and the terms of this Agreement (collectively "**Order Controls**"). You agree to cooperate with our audit, and you are responsible for providing us access to the personnel, records, and facilities of any third-party contractor or vendor you may employ in using our funds transfer services, as reasonably necessary to complete our audit of your Order Controls. You also agree to provide us with copies of reports you may create or receive of audits conducted by you or third-parties concerning your Order Controls. You agree to reimburse and indemnify us for any penalties, fines, and/or charges that we may incur as a result of your failure to comply with this Agreement, the Rules or applicable law.

PART F- Specific Terms and Conditions for Business Accounts and/or Customers Enrolled in Business Digital Banking

PART F sets forth the terms and conditions that only apply to customers that are enrolled in Business Digital Banking and/or have Business Accounts that are Eligible Accounts. Specifically, you agree and acknowledge that

this PART F of this Agreement contains additional terms and conditions that apply to your Business Accounts and/or use of Business Digital Banking.

63. Your Customer System Administrator (CSA). You agree and acknowledge that you must have at least one Customer System Administrator (CSA) at all times in order for you to access and/or use Business Digital Banking. However, you may have more than one CSA. Also, you agree and acknowledge that you **hereby fully authorize each CSA to act as your designated agent in all matters regarding Digital Banking itself and transactions using Digital Banking.**

Further, you agree and acknowledge that your CSA's authority and Access Credentials shall remain in place until: a) you deliver formal written notice of revocation to us; b) your CSA notifies us by calling the Customer Care Center phone number for your Division; or c) that CSA's Access Credentials are revoked online by another CSA using Digital Banking service's self-administration functionality; but in each case we shall have a commercially reasonable time and opportunity to act upon that written notice or online revocation. In addition, we may revoke or refuse to accept your CSA's authority and Access Credentials in connection with Digital Banking at any time without prior notice.

Role and Responsibilities. You agree and acknowledge that the role of CSA comes with a significant amount of responsibility. Specifically, you agree and acknowledge that each CSA can have full control over all of your Eligible Accounts within Digital Banking and each CSA can create new CSAs and Authorized Users without your knowledge. Also, each CSA serves as the main point of contact for you when working with the branch or Customer Care.

Further, you agree and acknowledge that you are responsible for ensuring that: a) Access Credentials for your Digital Banking service's self-administration functions are not issued to an Authorized User whom you do not intend to be CSA; b) all users have an accessible email address set forth in their profile within Digital Banking in order for the CSA to instruct Digital Banking to send a link to the user requesting a password reset; c) the CSA will completely remove entitlements and profiles of users that are inactive or otherwise no longer authorized to act on behalf of and for you in connection with Digital Banking; and d) each CSA will closely monitor the entitlements of each individual authorized in order to ensure accuracy of said entitlements, especially when there are upgrades, changes, etc. by us to the Digital Banking platform and/or when a new CSA or Authorized User is added, deleted, or otherwise modified by the CSA.

Finally, you agree and acknowledge that in all matters regarding your Digital Banking service, we shall be entitled to accept, rely upon and act upon, without further inquiry, any written, electronic, or oral instructions, directions, consents, waivers, and agreements that are received by us from any CSA.

User Management. A One-Time Passcode (OTP) will be generated and sent to the destination of choice when a user accesses "User Management" in Digital Banking. In some cases, accessing User Management multiple times within the same session may trigger another OTP for added security. If a certain amount of time has passed during the session, then the user may need to authenticate again with another OTP.

Additionally, each time and, when applicable, more than once in a session, we will require that your CSA be authenticated with an OTP and/or other Access Credential each time the CSA creates new Authorized Users or views or makes any changes to Authorized Users.

A CSA must review the current list of users and ensure that a valid email address is on file for each and every user. We also recommend that each user has a mobile phone number on file for ease in using MFA.

Entitlements. You agree and acknowledge that you are solely responsible, and we are not liable, in any manner whatsoever, for you and each CSA to: a) understand the differences between full entitlements and custom entitlements offered by Digital Banking; b) properly set full and/or custom entitlements; and c) manage full and custom entitlements in the way you want them to work in order to properly restrict access by one more Authorized Users.

Also, you agree and acknowledge that it is your responsibility that each CSA ensures that all entitlements to Eligible Accounts and features through Digital Banking are appropriate for each user. If there are any users who should no longer be associated with the business profile, then a CSA should delete those users.

Full Entitlements. You agree and acknowledge that when your CSA authorizes an Authorized User to have full entitlements, it means the Authorized User will be able to access all Eligible Account information (which may include the ability to download or otherwise export Eligible Account information) and engage in all enrolled money movement services without any restrictions or supervision.

Custom Entitlements. You agree and acknowledge that when your CSA authorizes an Authorized User to have custom entitlements, it means the Authorized User may only be able to have restricted access to certain accounts and engagement in enrolled money movement services. For example, an Authorized User can be restricted to View Only and therefore would be restricted from money movement capabilities unless given permission by the CSA for one or more services that allows for transaction capability. Another example, an Authorized User can be restricted to engage only in one or more types of money movement services along with frequency, dollar and approval restrictions.

In addition to the discussion above on entitlements, it is very important that you also understand that your enrollment in Business Digital Banking means you agree to and acknowledge the following:

- When a CSA entitles an Authorized User to access a service (e.g., Bill Pay or Digital Invoicing), then the Authorized User will have access to everything associated with that service (up to and including the ability to transact against any Eligible Accounts associated with that service, such as paying bills even if other entitlements restrict access to the particular Eligible Account for that Authorized User). Specifically, the entitlement for the applicable Digital Banking service may triumph any restrictions set on the Authorized User for viewing and/or transacting on the applicable Eligible Account.
- When a CSA fully entitles an Authorized User, that is a short cut to giving the Authorized User access to everything (accounts, features, capabilities and etc.). If you want an Authorized User to be subject to certain restrictions on how the Authorized User can access your Eligible Accounts through Digital Banking, then the CSA should not fully entitle the Authorized User and should instead use custom entitlements and carefully select the options that are presented for customization.
- When a CSA takes action or does not take action, it can significantly affect what Authorized Users can and cannot do in connection with viewing your Eligible Accounts, transacting on your Eligible Accounts and/or approving transactions set up for Dual Auth, as defined below. For example, if a CSA fails to set any of the Authorized Users as an approver for a specific feature or transaction (including, but not limited to, money movement where funds leave the Bank), then any initiated transactions requiring Dual Auth will fail.

CSA's Authority. You agree and acknowledge that each of your CSA's authority includes, without limitation, the power to:

- a. designate, on your behalf, one or more additional CSAs for your Digital Banking service;
- b. issue additional Access Credentials for performing CSA functions;
- c. unlock, lock, or reset multi-factor authentication, in event the CSA or Authorized User cannot interact with their email address or phone number associated with the multi-factor authentication tool;
- d. amend the terms of your Digital Banking service application, or any instructions or specifications therein or pursuant thereto;
- e. **accept, enter into or amend the terms of any Related Documents in connection with Digital Banking, including Addenda for additional functionality such as alternate method of accessing Digital Banking, specialized funds transfer services (e.g., Bill Pay, Zelle®, Digital Banking Wires, etc.), or linking your Digital Banking service with other customers' Digital Banking Services;**

- f. receive on your behalf, as your designated agent, any legal notices (including notices of amendment to or termination of this Agreement), transaction notices or disclosures from us in connection with Digital Banking;
- g. suppress the delivery of paper deposit statements, loan statements, certain tax document and other documents described in the eDocuments Service; and
- h. enter into or issue and deliver Related Documents and other instructions that, without limitation:
 - designate optional service functions you wish to be activated;
 - set limits Digital Banking may allow you to impose (e.g., dollar limits) for certain functions;
 - designate Eligible Accounts accessible via your Digital Banking; and
 - designate one or more Authorized Users, and issue them Access Credentials, including, but not limited to, resetting passwords for Authorized Users with a temporary PIN or, if a new user, a temporary password, for using Digital Banking, subject to limits configurable by the CSA.

64. Authorized Users. Through his or her Access Credentials, an Authorized User can access Digital Banking's functions, subject however to restrictions imposed by Digital Banking itself or by your CSA (as permitted by Digital Banking's self-administration functionality). Also, an Authorized User can edit the contact information, set forth in Digital Banking, that belongs to the Authorized User without the knowledge or permission of your CSA, unless the CSA specifically disables the entitlement for the particular Authorized User by selecting "No Access" in connection with "Edit User Profile." Limits on an Authorized User's access may include restricting an Authorized User to or from particular Eligible Accounts; to or from particular functions; dollar limits; to viewing but not transacting in Eligible Accounts; from transactions requiring prior or secondary authorization by another Authorized User. We may, from time to time, change the available types of limits.

An Authorized User is your agent for receiving notices from us regarding any transfer, transaction, or other instruction submitted to Digital Banking by that Authorized User or another Authorized User. That agency includes, but is not limited to, receiving (in paper or electronic delivery) any disclosures that we may be required by law to provide to you (including consumers) in writing.

You represent that each individual who is issued Access Credentials by your CSA, or by us at the request of you or your CSA, has general authority from you to view and transact in the Eligible Accounts associated with that person's Access Credentials (unless those credentials are limited to view only) and to otherwise exercise the capabilities associated with that person's Access Credentials, including, but not limited to, suppressing the delivery of paper deposit statements, loan statements, certain tax document and other documents described in the eDocuments Service .

You agree and acknowledge that an Authorized User's Access Credentials shall remain in place until: a) you deliver formal written notice of revocation to us; b) you notify us by calling the Customer Service phone number stated in this Agreement; or c) those Access Credentials are revoked online by a CSA using Digital Banking's self-administration functionality; but in each case we shall have a commercially reasonable time and opportunity to act upon that written notice or online revocation. In addition, you also agree and acknowledge that we may revoke or refuse to accept any User's Access Credentials at any time without prior notice. Authorized Users may be allowed to change their Access Credentials. However, once an Authorized User has been deactivated, the Username cannot be used again. Any reactivation of a previous Authorized User will require a new Username.

65. Dual Authorization. As set forth in PART A above, you agree to use additional security tools as we may make available from time to time through the self-administration function available to your CSA. For example, Digital Banking can be configured to require that certain Orders must be initiated and approved using the separate Access Credentials of two Authorized Users ("**Dual Authorization**" or "**Dual Auth**"). You agree and acknowledge that we may ask for additional Access Credentials, such as OTP, from either or both Authorized Users even though the Order or other feature within Digital Banking is configured for Dual Auth. Also, you agree and acknowledge that any transactions or features that have been enabled by you for Dual Auth will fail in the event the approval by the applicable Authorized User is not provided properly and timely within Digital Banking. Further, if a CSA fails to set

any of the Authorized Users as an approver for a specific feature or transaction (including, but not limited to, money movement where funds leave the Eligible Account and/or the Bank), then any initiated transactions requiring Dual Auth will fail. Finally, you agree and acknowledge that we will not be liable in any manner whatsoever in the event of such failure.

Additional security tools are not part of the “Agreed Security Procedure” that we must satisfy to verify the authenticity of your Communications to us. However, if you choose to not use additional security tools, such as, but not limited to, Dual Auth, then you agree and acknowledge that you release and hold us harmless from any loss that you or we may suffer to the extent that such loss could have been detected, prevented, reduced, or recovered by your use of that additional security tool. (Note: the foregoing release and hold harmless provision shall not arise from your decision to not use Positive Pay, or ACH Positive Pay. However, we strongly recommend that you use Positive Pay, and ACH Positive Pay as part of your internal controls. We may contend in court that your failure to do so was negligent and a proximate cause of an experienced loss.)

66. Monitoring Your Digital Banking Accounts. You agree to exercise ordinary care in monitoring your Eligible Accounts in Digital Banking (including reviewing the transactions reported in Digital Banking on each Business Day), and to immediately notify us of any discrepancies. If you do not notify us prior to close of the Business Day after the first Business Day in which the questioned transaction first appeared in Digital Banking, the transaction is not eligible for automated returns. In that event, we will provide reasonable non-financial assistance to you in making appropriate claims (which may include breach of warranty claims) under applicable payment system rules (e.g., NACHA Rules or Article 4A of the Uniform Commercial Code) against the receiver/beneficiary and the receiver/beneficiary’s financial institution. However, while such claim is pending, and if such claim is unsuccessful, you covenant not to assert any claim against us for that loss. Without limiting the foregoing standard of daily review, in no event shall we be liable for any discrepancy that is not reported to us within thirty (30) days of it first appearing in Digital Banking.

67. Fees. You agree to pay the fees separately disclosed for enrollment in, or transactions in, the business Channels of Digital Banking. Such disclosures may include, but are not limited to, the fee schedules governing your enrolled Eligible Accounts, applications for enrolling your business or any Eligible Account in Digital Banking, and notices displayed within the Digital Banking service itself.

68. Alerts. Business Digital Banking offers two types of Alerts: Optional and Mandatory. Optional Alerts may be turned on or off depending on your preference. Mandatory Alerts will be sent to your on-file email address and you may not opt out of them. You may, however, select and edit other destinations.

A Fanout Alert is a broad communication for a general audience. These are sent to each CSA. These are used for certain account and user activities we have designated. Like other Alerts, CSAs can edit destination preferences.

69. Primary Email. Users with entitlements to view the Business tab of the My Profile screen will see information representing your business, including a new Primary Email field in the Business Contact Information section. To make updates, such as providing a valid email for your business, a CSA should contact our Customer Care Center.

70. Your Internal Security. You bear sole responsibility for establishing, maintaining, implementing, and updating policies, procedures, equipment, and software (“**Internal Security Controls**”) that ensure the security and integrity of your computer systems, Mobile Devices, and information, protect them from any unauthorized use, intrusion, takeover or theft, and prevent your Access Credentials from any unauthorized discovery or use (collectively “**Internal Security Breaches**”). You bear all risk of fraudulent transfers and other losses or disclosures arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively “**Internal Security Losses**”). We will not reimburse your Internal Security Losses. You are encouraged to consider purchasing insurance to cover your Internal Security Losses.

To help protect your system from Internal Security Breaches, your Internal Security Controls program should consider including:

- Verifying all instructions from your payees (e.g., ensure new or changed payment addresses were not communicated by an imposter);
- Limiting and controlling who has access to your computer systems and Mobile Devices;
- Protecting and frequently changing your Access Credentials;
- Adopting dual authorization with two separate Authorized Users and/or transaction-based authentication procedures for financial transfers;
- Employing up-to-date security software such as anti-virus, anti-malware, and anti-spyware programs, as well as up-to-date software patches for all your software programs, internet browsers, email programs, and the like;
- Prohibiting the disabling or modification the security features of any software or hardware (e.g., “jailbreaking” of mobile devices);
- Prohibiting the use of “burner” mobile devices.
- Using effective, up-to-date firewalls;
- Procedures to avoid infection by malware and malicious code, such as: controlling what software and applications are downloaded to your computers and Mobile Devices; controlling what websites are visited by your computers and Mobile Devices; controlling the connection of other devices (e.g., flash drives) to your computers and Mobile Devices; controlling what documents, email attachments, programs and other files are opened or installed on your computers and Mobile Devices; and limiting which of your computers and Mobile Devices are used for Digital Banking or other financial matters;
- Reconciling all accounts on a daily basis and immediately reporting any discrepancies;
- Prohibiting your Authorized Users from leaving a computer or Mobile Device unattended while connected to Bank’s systems, or from communicating or accessing sensitive information from insecure locations (e.g., terminals or networks at Internet cafes or airports);
- Allowing Digital Banking to be accessed only from secure locations; and
- Adopting such other recommendations that we may (but are not obligated to) make from time to time to help promote safe use of our services.

The foregoing is not a complete listing of the Internal Security Controls that you may need. You are solely responsible for determining and implementing all of the Internal Security Controls necessary to prevent your Internal Security Breaches and Internal Security Losses. We have no duty to review your Internal Security Controls, identify deficiencies, or make recommendations. We do not represent or warrant that any or all of the above recommendations or any future recommendations are adequate for your needs or will prevent Security Losses.

We may at any time (but are not required to) limit access to any Digital Banking Channel or function to only those customers who have adopted specific Internal Security Controls. Our specification of any required Internal Security Controls shall not constitute a representation or warranty that they (a) are adequate for your security needs or will prevent any Internal Security Breach or Internal Security Losses, or (b) will be compatible with any computer system or other Internal Security Controls.

You remain at all times solely responsible for your Internal Security Controls, Internal Security Breaches, and Internal Security Losses. Although we may employ various systems and procedures from time to time to prevent losses by us, we assume no obligation for your Internal Security Losses.

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