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# Zelle® Services Addendum (Fidelity Bank)

## 1. Description of Services

- a. Throughout this Zelle® Services Addendum (the “Agreement”), the terms “we,” “our,” and “us” refer to Fidelity Bank (the “Bank”). The terms “you,” “your,” and “Account Owner” refer to the Fidelity customer(s) in whose name(s) the deposit account (the “Account”), including both solely and jointly-owned accounts, to which this Addendum applies has been opened and titled. We have partnered with the Zelle®Network® (“Zelle®”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”, or “Services”, as applicable). We will refer to financial institutions that have partnered with Zelle® as “Network Banks.”
- b. 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 Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- d. The terms and conditions of your use of the Service are contained in this Agreement. You should review it carefully before enrolling in the Service and print a copy for your records.

## 2. Eligibility and User Profile

When you enroll to use, use, access, or permit any other person(s) to act on your behalf to use or access the Service you agree to the terms and conditions of this Agreement. In order to initiate Zelle® transactions, you represent that you are a U.S. resident (not including U.S. territories) and that you have the authority to authorize debits from and credits to the enrolled bank account. Debits are transactions that withdraw money from your Account. Credits are transactions that add money to your Account.

In order to enroll in the Service so that you may request, send or receive money, you must have one or more eligible accounts to designate a Pay From Account and/or a Pay To Account, as applicable. You may change the designated accounts at any time subject to the terms of this Agreement. We have the right to determine eligibility and to restrict categories of recipients to whom payments may be made using the Service in our sole discretion.

You agree that you will not use the Service for foreign transactions. You also agree that you will not use the Service 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 Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf, except in legally authorized situations such as legal guardianship or pursuant to a power of attorney on record with and accepted by the Bank.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service 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 Service with your business account or to receive business or commercial payments. We further reserve the right to suspend and/or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

**Content Standards:** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service (including but not limited to any content in the memo field associated with a transfer) 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 Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature. Any determination by us that your conduct has violated these content standards will be final and, to the extent permitted by applicable laws, rules and regulations, you waive any right to challenge our determination.

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 of this Agreement. You understand that by using the 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 Service.

The 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 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 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 Service. We respect the intellectual property of others and require that Users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our sole discretion, limit or terminate the use of our products or services for Users who use or publish Content on the Service that is subject to intellectual property rights claims. We also reserve the right to terminate and/or restrict the use of Zelle® Tags at any time. These rights are in addition to any other rights we have to terminate or restriction your access to the Service.

### **3. Consent to Share Personal Information (Including Account Information)**

In addition to the other terms and conditions of this Agreement, you hereby consent to our disclosure of your personal information (including bank account information) to Zelle®, other Network Financial Institutions and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following: (a) as necessary to resolve a problem related to a transfer or payment between you and another User, (b) to verify the existence of your bank account, or debit card, as applicable, (c) to comply with government agency or court orders, (d) to our affiliates, as permitted by law, (e) to verify your identity for purposes of compliance with applicable laws, rules and regulations, including without limitation the USA Patriot Act, as it may be amended from time to time, (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 and applicable laws, rules and regulations.

### **4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Notice at <https://www.bankwithfidelity.com/privacy-notice.html>, which Privacy Notice is incorporated into and made

a part of this Zelle® Services Addendum by reference.

## 5. Wireless Operator Data

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 Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other eligible branded wireless operator) to disclose and/or 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 our third party service provider 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 your enrollment in the Service.

## 6. Enrolling in the Service

- a. You must provide us with an email address that you regularly use and intend to continue using regularly (i.e., no disposable or temporary email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, Voice over Internet Protocol, or any kind of “virtual” phone number.
- b. Once you have enrolled using an eligible Account, you may:
  - i. authorize a debit from your Account to send money to another User either at your initiation or at the request of that User; and
  - ii. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that is registered to you with the applicable email or mobile phone provider (but which is not already enrolled with Zelle), you will receive a message with instructions through that non-enrolled email address or mobile phone number on how to enroll with Zelle®.

## 7. Consent to Emails and Automated Text Messages

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, (ii) changed by you, (iii) is otherwise no longer active, in service, or assigned to you, or (iv) has been compromised in any way that might possibly enable an unauthorized person to gain access to the Service.
- 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 20736. For help or information regarding text messaging, send HELP to or contact our customer service at (800) 220-2497. You expressly consent to receipt of a text message to confirm your “STOP” or “HELP” request.
- f. Most major carriers supported; some restrictions may apply.

Our ability to provide the Service is dependent upon our ability to communicate with you by email or text. If, at any time, you no longer wish to consent to the use of text and/or email communications in connection with the Service, you must discontinue your use of the Service in accordance with the section of this Agreement titled ***Right to Terminate Access***.

## **8. Receiving Money; Money Transfers by Network Banks**

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® Tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

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 Banks, 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 (for example, email, text, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle® Services Addendum and the procedures of the business or government agency that is sending you the payment.

## **9. Sending Money; Debits by Network Banks**

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 this Service by you will at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry from your bank Account. You understand that when you send a payment to another enrolled User, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, 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 Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either in the Zelle® mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (for example, email, text, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## 10. Liability

NOTIFY FIDELITY BANK AT ONCE if you believe:

- Your account has been accessed without your authorization;
- Your username, or password has been lost, stolen, compromised, or used or can be used without your authorization;
- Someone has transferred or can transfer money from your account without your permission; or
- Your statement shows transfers out of your account that you did not make or authorize.

The best way to minimize your possible losses is to take steps to secure the compromise, for example, change your username and password, and contact Fidelity Bank as soon as possible using the contact information in the Electronic Fund Transfer Disclosure and Agreement.

If you do not notify us, you could lose all the money in your account. See the Account Agreement for more information on your potential liability.

Neither we nor Zelle® will have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle®, to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® will be liable for any typographical errors (typos) or keystroke errors that you may make when using the Service. You are solely responsible for verifying all data input when initiating a transaction through Zelle®.

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).

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, AND TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY NON-FIDELITY BANK FINANCIAL INSTITUTION; (5) ANY TRANSFER LIMITATIONS SET BY ANY NON-FIDELITY BANK FINANCIAL INSTITUTION; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO ANY RECIPIENT'S EMAIL ADDRESS(ES) OR MOBILE PHONE NUMBER(S) PROVIDED TO US.

## 11. Send Limits

Send limit information is available on our website at <https://www.bankwithfidelity.com/zelle> and is subject to change at any time in our sole discretion.

## 12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will

receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Zelle® Services Addendum, you agree that you are not engaging in the business of debt collection by attempting to use the 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, insurers and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, punitive, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users and to only send requests for legitimate and lawful purposes as permitted by this Agreement. Requests for money are solely between the sender 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 sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient, or in any way prohibited by this Agreement.

### **13. Transaction Errors and Your Liability for Unauthorized Transfers**

If you believe an unauthorized transaction was made in any Account in connection with any Service, call us immediately at 800.220.2497, or write to: Fidelity Bank, Customer Contact Center, PO Box 5990, Metairie, LA 70009.

You are responsible for all electronic funds transfers and electronic payments you make using the Service. If you permit other persons to use the Service or provide them with your User ID or Password, you are responsible for all electronic funds transfer transactions they make from your Account(s). You are liable for all transfers and payments that you make or are made by any other person who has access to your User ID and Password, even if such person exceeds your authority or is not an authorized signer on your Account. You must notify us immediately if you believe any of your Accounts was accessed or your Password was used without your permission. As long as you give us timely notice within sixty (60) days after the date of the statement on which the error first appears in your Account in accordance with the error resolution procedures in the Fidelity Deposit Agreement or described in the Fidelity Online Banking Agreement applicable to consumer electronic funds transfer transactions, we will reimburse you for the reasonable service charges that you have incurred due to our failure to comply with any instruction that you entered and we confirmed in accordance with the terms and conditions of this Agreement. This commitment does not cover delays or losses of payments by the U.S. Postal Service or any other common carrier, tax payments, court ordered payments, or any payment request not honored by Fidelity Bank. If you are an individual and use your Account for personal, family or household purposes, important limitations on your liability for unauthorized electronic funds transfers and other electronic errors that are covered by Regulation E (12 C.F.R. Part 1005) are explained in our Online Banking Agreement. **However, if you use the Services for any business activity in violation of the prohibitions in this Agreement, your Account will not be covered by Regulation E and you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorize to use the Services and to prevent all unauthorized use by other employees or persons.**

### **14. Liability for Failure to Complete Transfers**

The Fidelity Deposit Agreement and Fidelity Online Banking Agreement, which are incorporated into this Agreement by reference, describe our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so. This Agreement applies to your online transactions initiated through the Service. WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER THAT YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (a) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or (b) if the payment was a tax payment, a court ordered payment or payment to a payee outside the United States.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **15. Fees**

There is no fee to use the Service; however, regular charges will apply to your Account(s), as applicable. We may change the fees that apply to the Service, and the circumstances under which fees may be waived at any time for any reason. We will give you reasonable notice of such change as required by law.

If we process a transaction in accordance with your instructions that overdraws your Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of the Deposit Agreement. We will not be liable for failure to pay any transfer request unless it is drawn against available funds in the enrolled Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to access the Service.

## **16. Use of Our On-line Banking Site and/or Mobile App**

You agree to access our website and/or our mobile app in compliance with the Fidelity Online Banking Agreement.

## **17. Right to Terminate Access**

You may terminate your use of the Zelle®Service at any time by calling us at 800.220.2497 or by writing to us at Fidelity Bank, Customer Contact Center, PO Box 5990, Metairie, LA 70009. You must notify us at least 10 days prior to the date on which you wish to have your Zelle®Service terminated. We may require that you put your request in writing. If there is more than one Account Owner or if more than one person is authorized to access the Account through the Zelle®Service, we may terminate the Zelle®Service upon the request of any Account Owner or person authorized to access the Account. By canceling the Service, any pending payments will also be terminated; however, any transfer that is in process cannot be canceled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us

We may terminate your use of the Zelle®Service, in whole or in part, at any time without prior notice. Upon termination, you will remain liable for payments, transfers and other transactions in process and all accrued fees and charges.

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

## **19. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS 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 SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®'S SERVICE OR WITH THE TERMS AND CONDITIONS OF THIS ZELLE SERVICES ADDENDUM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

## **20. Notices**

When we are required by this Agreement or applicable laws, rules, or regulations to give you written notice, we may comply with this requirement by giving you such notice by any of the following methods, at our option: (a) First Class U. S. Mail, postage prepaid, directed to your mailing address of record with the Bank, (b) electronic mail, directed to your email address of record with the Bank, or (c) by posting any general notices applicable to use of the Service on our website(s) through which the Service is accessed. Notices sent by U. S. Mail will be deemed given three (3) business days after mailing. Notices sent by email will be deemed given upon submission through our email system. Notices posted to our Service website(s) will be deemed given when posted.

## **21. Indemnification**

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

## **22. Governing Law; Choice of Law; Severability**

These terms and conditions of this Zelle®Services Addendum and any applicable Service Agreement will, to

the extent not preempted by federal law, be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions and without regard to your state of residence. Your Account is deemed to have been opened in and is maintained in the State of Louisiana, and you are deemed to have enrolled in the Service in the State of Louisiana. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable by a final judgment that is no longer subject to appeal, such finding will not make the rest of this Agreement invalid or unenforceable. If feasible, any such offending provision will be deemed to be modified so as to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it will be deemed stricken and all other provisions of this Agreement in all other respects will remain valid and enforceable.

### **23. Our Right to Make Changes**

We reserve the right to modify, amend, or otherwise change the terms and conditions of this Agreement (including but not limited to any fees or service charges) at any time in our sole discretion without prior notice, except as may be required by applicable laws, rules or regulations. If you find the terms and conditions of this Agreement unacceptable at any time, you may discontinue your use of the Services, but the terms and conditions of this Agreement will survive such discontinuation with respect to activity occurring prior to such discontinuation. By continuing to use the Services after the effective date of any modification, amendment, or change of this Agreement you agree to be bound by the provisions contained in the most recent version of this Agreement in effect after such modification, amendment, or change.

### **24. Miscellaneous**

Subject to the terms of this Zelle® Services Addendum, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s reasonable control, including without limitation events related to natural disasters, Acts of God, pandemics, strikes, terrorism, and any other events beyond our reasonable control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

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