

POPMONEY SERVICE AGREEMENT

(Addendum to Online Banking Services Agreement)

(Revised 2017)

This Popmoney Service Agreement (“**Agreement**”) governs the Popmoney service (the “**Service**” or “**Popmoney Service**”) that ZB, National Association (“**we**” or “**us**”) provides to its personal (consumer) and business online banking customers (“**you**”). To use Popmoney, you must first enroll in the Service by accepting this Agreement. This Agreement is an addendum to your online banking services agreement (including any mobile banking services addendum). ZB, N.A., Member FDIC, 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**. (Note: to use the Service with accounts at different divisions, you will need to separately enroll in each such division’s Service.) “**Popmoney**” is a trademark of our Service Provider, CashEdge Inc. or its Affiliates.

Our Popmoney Service allows you: (1) to instruct us to send payments from an account(s) you have enrolled with us to accounts you or other persons hold at a U.S. financial institution; and (2) to receive a payment from another person to an account you have enrolled with us. The Service, your payments and your receipt of payments are subject to applicable law and regulations and this Agreement, as they are amended from time to time. The Service is also subject to which functions are from time to time enabled in or removed from the Service’s web or mobile interfaces. Certain functions may appear in only the web or only the mobile interface. Our Service may not enable every feature that our Service Provider makes available, even if the feature is identified in this Agreement.

I. CONSENT TO ELECTRONIC DISCLOSURES

For certain consumer transactions, we are required to disclose certain information in writing. With prior consent, however, we can provide that information electronically rather than by paper. We also need general consent to use electronic records for certain transactions in providing the Service to consumers and business customers.

By accepting this Agreement, you hereby: (a) consent to receiving disclosures, notices and other information (including this Agreement) that are otherwise required to be provided in writing, and (b) consent to using electronic records and communications to you in connection with the Service. We require that consent and confirmation as a condition of providing the Service to you. Your consent extends to each account that you now or hereafter enroll in the Service. You may at any time withdraw your consent to electronic delivery instead of paper by calling our Customer Service, but we may then terminate your ongoing use of this Service (and not process any previously-scheduled future payments). Your Customer Service number depends on which division of ZB, N.A. provides your Popmoney Service:

Customers of:	Call:
Amegy Bank	(888) 500-2960
California Bank & Trust	(888) 217-1265 (personal banking customers)
California Bank & Trust	(877) 650-0095 (business banking customers)
National Bank of Arizona	(800) 497-8168 option 4.
Nevada State Bank	(888) 835-0551
Vectra Bank Colorado	(800) 884-6725
Zions Bank	(800) 974-8800

You may instead write to the Customer Service address listed in the Section below entitled “Customer Service.”

Using this Service requires: that you are enrolled and activated in our online banking service (and in our mobile banking service if you wish to access the Service via our mobile banking application); that your computer (or mobile device if applicable) uses a commonly accepted and recently updated operating system; that you have installed most recent version of our mobile banking application on your mobile device if you wish to access the Service via that application; That your mobile device is capable of receiving SMS text messages if you wish to access the Service via mobile device; that you are connected to the internet via your internet service provider (and/or your mobile communications service provider for your mobile device, if applicable); that your computer (or mobile device if applicable) uses a commonly accepted and

recent updated version of an HTML compliant internet browser that supports Transport Layer Security (“TLS”) encryption; and that you provide us with and maintain your valid updated email address. You must regularly install updates as they become available to you for your internet browser, your computer’s and/or mobile device’s operating systems (as applicable), and our mobile banking application (if applicable).

You hereby confirm to us that you have verified your hardware, software and ability to view, and to print or electronically save (including taking screenshots), such electronic notices and disclosures, emails, PDF documents and screen displays). If you do not consent, do not have the ability to print or save notices and disclosures, or do not have the required internet browser and operating system, you must not enroll in or use the Service.

Permissible electronic delivery by us includes (i) by email to any address you have provided for use with this Service, including documents attached to email, (ii) by SMS text message to any mobile device telephone number you may have provided to us (including but not limited to the mobile number that you have listed in your enrollment in the Service), (iii) by display on your screen or other “in-product” message during your online Service activity, (iv) by posting it to our online banking website or our mobile banking application, (v) by message printed on the periodic statement for your Eligible Transaction Account if you have agreed to receive that statement electronically, or (vi) any other electronic means that you have authorized or hereafter authorize pursuant to your online banking services agreement. Electronic disclosures include, without limitation, prior notice to you of preauthorized debits that vary in amount to your enrolled accounts. They may also include notices of processed Payment Instructions, alerts for validation, and notices of receipt of payments as text messages on their mobile phones. You are responsible for advising us of any change in your email or other electronic or postal addresses you use for this Service. You can advise us of such changes by calling the Customer Service number listed above. (We may but are not required to provide a method for changing your address within the Popmoney section of our online banking site. We also encourage you to simultaneously update your addresses within the separate general services section of our online banking site.)

We do not charge for electronic delivery. You may request a paper copy of an individual prior electronic notice or disclosure by calling the Customer Service number listed above. Ordinary copy fees as disclosed for your Eligible Transaction Account shall apply. We may in our discretion instead send any documents to you by any other electronic method to which you have separately agreed, or in paper form.

You should print or save a copy of the foregoing Consent and the following Agreement for your records. If you do not agree to all of the above terms concerning electronic delivery of disclosures and notices, then do not accept this Agreement.

II. POPMONEY® PAYMENTS SERVICE

1 Description of Service and Definitions. The Popmoney Service enables you: (1) to initiate a “**Payment Instruction**” (defined below) from an “**Eligible Transaction Account**” (defined below) to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the “**ACH Network**” (defined below) is often used to execute Payment Instructions for the Popmoney Service, other “**Payment Networks**” (defined below) may be used to facilitate the execution and transmission of Payment Instructions. Your payments must be made through our “**Site**” (defined below). In some instances, receipt of payments may be made through www.Popmoney.com (the “**Popmoney Website**”) and if you choose to initiate or receive a payment at the Popmoney Website 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 Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

The Instant Payments feature within the Popmoney Service (“**Popmoney Instant Payments**”) facilitates real-time payments via the use of PIN debit card Payment Networks (“**Debit Card Payment Networks**”) such as Accel™ to deliver funds immediately. For Popmoney Instant Payments, we will use a Debit Card Payment Network or other Payment Network designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the eligible transaction account of the “**Receiver**” (defined below), as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a “**Sender**” (defined below) to a Receiver (and not via a “**Popmoney Request**,” defined below). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

In this Agreement:

- a. **"ACH Network"** means the funds transfer system, governed by the Rules of the National Automated Clearing House Association, that provides funds transfer services to participating financial institutions.
- b. **"Affiliates"** are companies related by common ownership or control.
- c. **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. Payment Instructions or other communications received on a non-Business Day, or after the cut-off time on a Business Day, shall be deemed received by us at the opening of our next Business Day. Unless otherwise disclosed online when you are using the Service, our cut-off time shall be 2:00 p.m. Pacific Time, 3:00 Mountain Time, and 4:00 Central Time).
- d. **"Eligible Transaction Account"** is the transaction account you designate, and from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. The transaction account shall be a checking account unless, in our sole discretion, we choose to also allow a different type of transaction account.
- e. **"Payment Instruction"** is the information provided for a Popmoney payment to be made.
- f. **"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. **"Popmoney Request"** means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.
- h. **"Receiver"** is a person or business entity that is sent a Payment Instruction through the Popmoney Service.
- i. **"Requestor"** is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.
- j. **"Sender"** is a person or business entity that sends a Payment Instruction through the Popmoney Service.
- k. **"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- l. **"Site"** means our online banking website or our mobile banking application, as applicable. Our Site is not the Popmoney Website (defined above).

2 Payment Authorization and Payment Remittance.

- a. By providing us with names and mobile telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of that Payment Instruction, plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, we and each 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 below in the Section below entitled "Errors, Questions and Complaints".
- d. 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.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in the Section below entitled "Payment Cancellation, Stop Payment Requests, Unauthorized Instructions and Refused Payments";
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or your Eligible Transaction Account information, or the correct name and address or mobile telephone number of the Receiver to whom you are initiating a Payment Instruction, or the Receiver's correct eligible transaction account; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, mobile 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.
- g. Popmoney Instant Payments: We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's eligible transaction account. We shall not be obligated to comply with the ACH Network Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. 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. We will choose the Payment Networks in which we will participate in our sole discretion.

3 Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) 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 (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Popmoney Instant Payments. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her eligible transaction account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide the Receiver's eligible transaction account information in order to complete the Payment Instruction (a "**Two-Step Transfer**"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

For Popmoney Instant Payments, you can initiate a Payment Instruction using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be immediately deposited into the Receiver's checking or savings account affiliated with the debit card. Not all Payment Networks participate in Popmoney Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

You understand and agree that when you initiate a Payment Instruction from your Eligible Transaction Account using the

Popmoney Service, 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, except with respect to Popmoney Instant Payments, the payment funds will be transferred into the Receiver's eligible transaction account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's eligible transaction account no 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 provided the Popmoney Service with certain required information such as his or her eligible transaction account information. The Site may contain additional information regarding the delivery of a payment to a Receiver's eligible transaction account.

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 ten (10) Business Days. 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. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of the Section below entitled "Payment Cancellation, Stop Payment Requests, Unauthorized Instructions and Refused Payments".

4 Receiving Payments. If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an eligible transaction account at a financial institution that participates in our Service Provider's Popmoney Service or at the Popmoney Website.

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. You authorize the Sender, the financial institution which holds the Sender's eligible transaction account and us (including through the Site) to send emails to you and text messages to your mobile telephone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the 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.

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

5 Payment Cancellation, Stop Payment Requests, Unauthorized Instructions and Refused Payments. 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. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. 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. (Consumer accounts, however, have additional rights in cases of unauthorized Payment Instructions. See the Section below entitled "Your Liability for Unauthorized Transfers.")

To report an **unauthorized** or **erroneous** payment, please immediately call the Customer Service number listed in the Section below entitled "Customer Service." (You may instead write to us at the address listed in that Section, but calling is faster than writing which may affect our ability to recover funds for you.)

To **cancel** or **stop** a scheduled Payment Instruction, you should ordinarily use the Site's online tools. (You may instead call or write us at the number or address listed in the Section below entitled "Customer Service," but the Site's online tool is ordinarily faster than calling or writing.)

We may charge a fee to cancel or stop the payment, or to recover funds, if that charge is set forth in our current fee schedule for your Eligible Transaction Account, or is otherwise disclosed by the Site or Customer Service prior to you submitting your report or request. We may require that you to confirm any oral report or request in writing within fourteen (14) days.

Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. 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.

6 Mobile Device Users. Your mobile communications service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile device phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile device, text "STOP" to this number: 767666.

7 Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. **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 Popmoney Request, 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 will continue to apply. You are responsible for any and all mobile telephone access fees and Internet service fees that may be assessed by your mobile and Internet service provider. The Section below entitled "Failed or Returned Payment Instructions" applies if you do not pay our fees and charges for the Service, 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.

8 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.

9 Returned Payments. In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

10 Customer Service. You may call or write to our Customer Service. The telephone number and address for your Customer Service number depends on which division of ZB, N.A. provides your Popmoney Service:

For Customers of:	Call:	Or write:
Amegy Bank	(888) 500-2960	P.O. Box 4837 Houston TX 77210-4837
California Bank & Trust (personal banking customers)	(888) 217-1265	550 South Hope Street, 3 rd Floor Los Angeles, CA 90071
California Bank & Trust (business banking customers)	(877) 650-0095	550 South Hope Street, 3 rd Floor Los Angeles, CA 90071
National Bank of Arizona	(800) 497-8168 option 4.	6001 N. 24 th Street Phoenix, AZ 85016
Nevada State Bank	(888) 835-0551	P.O. Box 990 Las Vegas, NV 89126-0990
Vectra Bank Colorado	(800) 884-6725	P.O. Box 30709 Salt Lake City, UT 84130
Zions Bank	(800) 974-8800	One Main Street, 7 th Floor Salt Lake City, UT 84133

III. GENERAL TERMS

- 11 **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged or may engage to render some or all of the Service to you on our behalf, but we are the sole party liable to you for any payments or transfers conducted using the Service, and we are solely responsible to you (and any third party to the extent any liability attaches in connection with the Service). 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.
- 12 **Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site, or by us providing other notice as permitted by our agreements or by law. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision or notice thereof. Any use of the Service after posting a revised version of this Agreement or fee disclosures on the Site or after other notice of the changes will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements. We will provide any additional notice of such amendments that may be required by applicable law.
- 13 **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
- 14 **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

15 Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to the address listed in the Section above entitled "Customer Service."

We may also be reached at telephone number listed in the Section above entitled "Customer Service" for questions and other purposes concerning the Service.

We will act on your telephone calls as described below in the Section below entitled "Errors, Questions, and Complaints," but otherwise such telephone calls will not constitute legal notices under this Agreement.

16 Notices to You. Means by which we may send you notice include, without limitation, those described in the "Consent to Electronic Disclosures" set forth at the beginning of this Agreement. Electronic notices shall be deemed received by you within twenty-four (24) hours after they are sent or posted. Notices that we may choose to send by paper shall be deemed received within three (3) Business Days of mailing by U.S. mail, or the delivery date specified any commercial delivery service contracted by us.

17 Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile device phone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our Affiliates and agents.

18 Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail or other notice.

19 Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Notice (a copy of which is available on our Site) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

20 Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

21 Eligibility. The Service is offered only to individuals and businesses that are residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors 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 Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

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

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Section below entitled "Acceptable Use," violate your online banking or mobile banking services agreement with us, or violate your Deposit Account Agreement with us; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or

services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, 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, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation 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. We encourage you to notify us of any violations of this Agreement via the methods described in the Section above entitled "Notices to Us Regarding the Service."

23 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 Service, regardless of the purpose of the use, and for all communications you send through the Service. 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 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 Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; 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 notify us of any violations of this Agreement via the methods described in the Section above entitled "Notices to Us Regarding the Service."

24 Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, 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 or paper check or draft payment.

25 Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, please call the Customer Service number listed in the Section above entitled "Customer Service." (You may instead write to us at the address listed in that Section, but calling is faster than writing which may affect our ability to recover funds for you.) You acknowledge and agree that time is of the essence such situations.

For Consumer Accounts Only: if you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time period. See also your Deposit Account Agreement with us.

26 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.

27 Failed or Returned Payment Instructions. In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction 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, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
- b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, you can be charged one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower;
- c. You can be assessed a fee by us 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 we cannot otherwise collect the funds from you. The fee amount will be as set forth in the fee schedule for your Eligible Transaction Account. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- d. You will reimburse any fees or costs that we and our Service Provider incur in attempting to collect any amounts from you; and
- e. We and our Service Provider are authorized to report the facts concerning returns to any credit reporting agency.

28 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 and mobile device numbers and email addresses. Changes may be able to be made within the user interface of the Service, or you can call or write us at the number or address listed in the Section above entitled "Customer Service." 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.

29 Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Notice, 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 log 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 Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

30 Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in the Section above entitled “Notices to Us Regarding the Service.” Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. Termination, cancellation or suspension shall prevent any transaction which has been scheduled for a future date, but has not yet begun processing, to not be processed and you will need to make alternate arrangements for such transactions.

31 Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in the Section above entitled “Notices to Us Regarding the Service.” The remainder of this Section (“Errors, Questions and Complaints”) applies only to consumer accounts.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur. See also your Deposit Account Agreement with us.

32 Intellectual Property. All other marks and logos related to the Service 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 Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service 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.

33 Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is 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 Service 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 Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. 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 Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site. See also our online privacy statement and mobile banking application privacy policy posted on our Site.

34 Password and Security; Biometric Identification. You access our Service through your online banking or mobile banking password or other agreed access credentials. (We have the right, but no duty, to require separate access credentials for the Service itself.) You agree to keep your passwords and credentials strictly secret from and inaccessible to other persons (other than authorized employees and agents of your business). You are and agree to be responsible for all actions taken in online banking, mobile banking or the Service by anybody to whom you have provided or shared your credentials. Without limiting the foregoing, you are responsible for the security of any computer or mobile device on which you have stored your password or access credentials (including biometric credentials). You should review the provisions in our mobile banking service agreement regarding biometric access credentials.

By allowing any other person's biometric identification to become associated with a mobile device that you have registered for biometric access to our mobile banking service, you are sharing your mobile banking credentials and assuming responsibility for any and all mobile banking transactions (including Popmoney transactions) performed by that other person on that device. We strongly discourage enabling biometric identification for mobile banking on a mobile device that you share with another person, or that may be accessible to a person who knows or may learn the passcode to unlock your mobile device.

If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once by calling the telephone number listed in the Section above entitled "Customer Service." See also the Section above entitled "Your Liability for Unauthorized Transfers" regarding consumer rights and how the timeliness of your notice impacts your liability for unauthorized transfers.

35 Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section

(Remedies) are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

36 Business Accounts. The following provisions of this Agreement do not apply to business accounts: (1) any section that expressly states that it applies only to consumer accounts; (2) any reference or incorporation of our Privacy Notice, our online privacy statement or our mobile banking application privacy policy; (3) any provision that expressly limits or may impliedly limit our ability or authority to share or disclose business customer data with third parties in connection with the Service or any feature thereof; and (4) any provision which is required by or based upon consumer protection laws that do not by their terms also extend to businesses.

37 Dispute Resolution. Any dispute between you and us regarding, arising out of, or relating to this Agreement, the Service, or any transaction or Payment Instruction thereunder shall be resolved in the manner set forth in the Deposit Account Agreement governing your Eligible Transaction Account, as amended from time to time (including but not limited to any provisions therein that **waive rights to participate in class actions, that waive rights to trial by jury and require trial to a court sitting without a jury, and that under certain circumstances require resolution by binding arbitration or judicial reference**).

38 Law and Forum for Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State specified in the Deposit Account Agreement for your Eligible Transaction Account, and you consent to the jurisdiction of a venue in the state and federal courts located in that State in any dispute between you and us regarding, arising out of, or relating to this Agreement, the Service, or any transaction or Payment Instruction thereunder. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

39 Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement, our good faith and accurate execution of Payment Instructions or other instructions (including instructions to send any messages) given to us by you or others using your password or other access credentials, the acts or omissions of any financial institution or network other than ourselves and our Service Providers, or your use of the Site or the Service.

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

41 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.

42 Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

43 Limitation of Liability. THE REMEDIES AFFORDED UNDER THIS AGREEMENT SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME

TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT, ARBITRATION PROCEEDING OR JUDICIAL REFERENCE, AS DESCRIBED IN THE SECTIONS ABOVE ENTITLED "DISPUTE RESOLUTION" AND "LAW AND FORUM FOR DISPUTES" WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED (OR WITHIN THE PERIOD REQUIRED UNDER YOUR OTHER AGREEMENTS WITH US, WHICHEVER IS SHORTER, INCLUDING UNDER THE DEPOSIT ACCOUNT AGREEMENT FOR YOUR ELIGIBLE TRANSACTION ACCOUNT). THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

44 Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement, together with the applicable portions of the Deposit Account Agreement for your Eligible Transaction Account, your online banking services agreement and your mobile banking service agreement, is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. In regard to the Service and the portion of the Site through which the Service is offered, this Agreement governs over any conflicting terms in said Deposit Account Agreement or online banking or mobile banking service agreements. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. All terms which by their nature should survive, will survive the termination of this Agreement (including but not limited to the Sections entitled "Service Providers," "Assignment," "Notices," "Privacy of Others," "Taxes," "Failed or Returned Payment Instructions," "Intellectual Property," and "Remedies" through the end of this Agreement.) If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its Customer Service personnel), the terms of the Agreement will prevail.

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