City Bank Zelle Terms and Conditions Agreement

1. Description of Services

a. This "City Bank Zelle® Terms and Conditions Agreement" ("Agreement") governs your election to use the optional *Zelle* Service (as defined below) that is offered by City Bank ("Bank," "we," or "us"), and you understand that your use of the *Zelle* Service is subject to the terms and conditions of this Agreement. Proceeding with using the *Zelle* Service constitutes your agreement to and acceptance of the terms and conditions contained in this Agreement. Bank reserves the right to amend or update this Agreement at Bank's discretion, and your continued use of the *Zelle* Service constitutes your agreement and acceptance of such amendments and updates to this Agreement. Notice will be provided to you if your rights under this Agreement are expected to materially change. If any change to this Agreement is unacceptable to you, you will discontinue to use the *Zelle* Service immediately.

b. We have partnered with the *Zelle Network*® ("*Zelle*") to enable a convenient way to transfer money between you and others you trust, who are enrolled directly with Zelle®, with us, or enrolled with another financial institution that partners with *Zelle* (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "*Zelle* Service" or "Service"). Financial institutions that have partnered with *Zelle* are referred to as "Network Financial institution®."

c. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Financial Institution.

d. THE *ZELLE* 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.

2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you are at least 18 years of age and have the authority to authorize debits and credits to the enrolled bank account.

You 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, but not limited to, 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. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

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 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.

Enrollment: When you enroll, you must provide Bank with an active email address that you regularly use and intend to use regularly (i.e. no disposable email addresses) and/or a permanent mobile phone number that you intend to use for an extended period of time (i.e., no disposable or "burner" mobile phone numbers).

You represent and warrant that the following also applies to any mobile phone numbers you use to enroll in the *Zelle* Service:

- The mobile phone number provided is a valid number (i.e., the phone number is not a landline, Voice over IP ("VoIP") or Google Voice or similar number);

- The mobile phone number is active, in my name or I am associated with the mobile phone account, and the mobile phone number is associated with a U.S. mobile network operator;

- The mobile phone number is not an international number (i.e., does not have an international subscriber identification module (SIM) Card.

- Mobile phone numbers deactivated by the U.S. mobile network operator will be deactivated from the *Zelle* Service.

The Zelle Service may include functionality allowing 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, receiving or requesting money, which is referred to as your "*Zelle* tag." You understand that you are 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 (described below). You may not select a *Zelle* tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither Bank nor Zelle have any obligation to monitor User *Zelle* tags, both Bank and *Zelle* have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. Bank and *Zelle* may require you to change your *Zelle* tag in Bank's or *Zelle's* sole discretion, and Bank may elect to make a Zelle tag unavailable to you, without any liability to you. Bank and *Zelle* may also monitor User *Zelle* tags to detect and prevent fraudulent activity or violations of these terms and conditions. You understand that by using the Service, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. Bank and *Zelle* are not responsible for, and assume no liability, for any User *Zelle* tags, including any loss or damage caused thereby. Bank respects the intellectual property of others and requires that users of the *Zelle* Service comply with relevant intellectual property laws, including copyright and trademark laws. Bank may, in appropriate circumstances and at its discretion, limit or terminate the use of its products or services for Users who use or publish content on the *Zelle* Service that is subject to intellectual property rights claims.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with *Zelle*, as determined by *Zelle* in its sole discretion; (f) is derogatory or brand damaging to *Zelle*, Bank, or another participating financial institution; or (g) 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.

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

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

By accepting this Agreement, you consent to Bank's disclosure of your personal information (including, but not limited to, "nonpublic personal information" as defined under the federal Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Act, including but not limited to, 12 C.F.R. § 313.3(n), as amended from time to time, and also including bank account information) to *Zelle*®, other Network Financial Institutions, or other third parties in accordance with the Bank's Customer Privacy Statement. You understand and acknowledge that this information will be used by us, *Zelle*, other Network Financial Institutions, or other third parties for the purposes of processing payment transactions, as well as for investigations related to payment transactions or alleged or suspected fraud with regard to the payment transactions.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy and the Digital Privacy Policy, which is incorporated into and made a part of this Agreement by this reference. The above mentioned Privacy Policy and Digital Privacy Policy can be located at www.city.bank and selecting the applicable Policy at the bottom of the webpage under the heading "Terms & Privacy."

5. Wireless Operator Data

We or *Zelle*® may use information on file with your mobile service provider or 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 mobile service provider or wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded mobile service provider or wireless operator) to disclose information related to your wireless or mobile subscriber account (such as 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 and information), if available, to us or our third party service providers, which we or they may use for the duration *Zelle* Services, solely to allow verification of your identity, to prevent fraud and to compare information you have provided to us or to *Zelle* with your mobile service provider or wireless operator account profile information for the duration of your use of the *Zelle* Service. See *Zelle*'s Privacy Policy at, www.zellepay.com/privacy-policy for how *Zelle* treats your data.

6. Enrolling for the Service

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent 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, toll-free number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may perform the following functions, to the extent Bank now, or in the future, chooses to offer such functions:

   i. You authorize Bank to debit your designated account to send money to another User either at your initiation or when accepting a "send money" request sent by another User;

   ii. You agree to maintain sufficient available funds in your designated account for each transfer you request or respond to until the transfer is completed, and understand that transfer requests through the *Zelle*® Service will only be completed if sufficient funds exist; and

   iii. You authorize receipt of money sent to you by another User, or requested by you through the *Zelle* Service from another User, subject to the conditions of the Section below titled "Requesting Money," and you understand that money sent to your email address or mobile phone number will be deposited to your designated account at Bank.

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

e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, *Zelle*® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, *Zelle* tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, *Zelle* may or either of either Bank's or *Zelle's* 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 (SMS). Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.

b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name. 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.

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 53608. For help or information regarding text messaging, send "HELP" to 53608 or contact our customer service at 800-687-8865. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: You understand that only U.S. carriers are supported for the *Zelle* Service.

8. Receiving Money; Money Transfers by Network Financial Institutions

All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution's User customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its User customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or *Zelle*® tag enrolled with the Service, you have no ability to stop the transfer. By using the *Zelle* 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 Financial Institutions, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

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

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

9. Sending Money; Debits by Network Financial Institutions

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 shall 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 to your bank account. You understand that when you send the payment, 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 *Zelle*® Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Financial Institution, 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 Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money, and you understand that such transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. You understand that if the recipient does not enroll with *Zelle* using the email address or mobile phone number you provide within fourteen (14) days of receiving the payment notification, Bank may cancel the transaction.

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

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

10. Liability

Neither we nor *Zelle*® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service. You agree that you, not Bank or *Zelle*, are responsible for resolving any payment or other disputes that you have with any other User to whom you send money, or receive or request money from, using the *Zelle* Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

You must notify us immediately if you suspect or believe that a transaction has occurred through Zelle that you did not authorize or that an incorrect amount was authorized. You must notify us of any unauthorized use or errors in person, by telephone at 1-800-OUR-BANK (1-800-687-2265), or in writing to: City Bank, Attn: Financial Loss Prevention Department, P.O. Box 5060, Lubbock, Texas 79408-5060. In an effort to manage our risk, we and our service providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions

11. Send Limits

The Bank has established the following limits with regard to the *Zelle*® Service, and Bank reserves the right to amend or change these limits in accordance with Section 1.a. above.

The limits imposed for the *Zelle* transaction dollar limits are as follows:

1. Per transaction limit $500.00
2. Per transaction processing day $500.00
3. Per transaction processing week $1,000.00
4. Per transaction processing month $20,000.00

The limits imposed for the number of payments per *Zelle* User are as follows:

1. Number of processing payments per day is five (5)
2. Number of processing payments per week is twenty-five (25)
3. Number of processing payments per month is one hundred (100)

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 either Bank's or *Zelle's* sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the 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 us, *Zelle*, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the 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.

13. Transaction Errors

Provisions for Transaction errors are in section twenty-one (21) of the Digital Banking Services E-Sign Disclosure and Agreement. This disclosure can be located here.

14. Your Liability for Unauthorized Transfers

Provisions for your liability for unauthorized transfers are in section twenty-four (24) of the Digital Banking Services E-Sign Disclosure and Agreement. This disclosure can be located here.

15. Liability for Failure to Complete Transfers

Provisions for your liability for failure to complete transfers are in section twenty-five (25) of the Digital Banking Services E-Sign Disclosure and Agreement. This disclosure can be located here.

16. Fees

There is currently no service charge for using the *Zelle*® Service. If, however, Bank processes a transfer in accordance with your instructions that overdraws your designated Bank account, Bank may assess a fee or charge interest for any such overdraft in accordance with the terms of your deposit account agreement with Bank. If Bank processes a transfer in accordance with your instructions that overdraws any of your external accounts outside the Bank, the Network Financial Institution holding that external account may assess fees or charge interest for any such overdraft. Bank will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to your designated account. You will be responsible for paying any mobile phone provider or operator charges, or utility charges and/or Internet access service fees incurred while using mobile phone and/or Internet access services to connect with the *Zelle* Service. Fees are subject to change from time to time upon notice to you as may be required by law.

17. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Digital Banking Services E-Sign Disclosure and Agreement, which are available at https://www.city.bank/disclosures/digital-banking-service-disclosure-agreement and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

Provisions for your ability to cancel the *Zelle*® Service is in section nine (9) of the Digital Banking Services E-Sign Disclosure and Agreement. This disclosure can be located here.

19. Right to Terminate Access

In addition to the Bank's other suspension or termination rights listed under this Agreement, we reserve the right to suspend or terminate this Agreement and your use of the *Zelle*® Service if, in our sole discretion, (i) you violate the terms of this Agreement, (ii) you fail to meet any requirement that either Bank or *Zelle* imposes with regard to either your enrollment information or any required update of your enrollment information, or (iii) you are suspected of conducting, or have conducted, unauthorized or fraudulent transactions using the *Zelle* Service or have conducted *Zelle* transactions that otherwise violate applicable law.

20. Disclaimer of Warranties

IN ADDITION TO DISCLAIMERS CONTAINED ELSEWHERE IN THE AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER BANK NOR *ZELLE*® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE *ZELLE* SERVICE. BANK AND *ZELLE* EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE *ZELLE* SERVICE DESCRIBED OR PROVIDED. NEITHER *ZELLE* NOR BANK WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE *ZELLE* SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

IN ADDITION TO LIMITATIONS OF LIABILITY CONTAINED ELSEWHERE IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*® OR BANK THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS, OR NETWORK FINANCIAL INSTITUTIONS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF: (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE *ZELLE* SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE *ZELLE* SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE *ZELLE* SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* OR BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE*'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, 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*, BANK, THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS, OR THE NETWORK FINANCIAL INSTITUTION'S LIABILITY IN THOSE STATES, IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

22. Indemnification

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

23. Governing Law; Choice of Law; Jurisdiction and Venue; Waiver of Jury Trial Rights; Severability

The provisions of this *Zelle*® Agreement will be governed by federal law and, to the extent that state law applies, the laws of the State of Texas that apply to the account agreement governing your Bank account and the Digital Banking Services E-Sign Disclosure and Agreement. Any legal proceeding arising out of or relating to this Agreement must be brought in the courts of the State of Texas, County of Lubbock, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Texas, Lubbock Division, and by entering this Agreement or using or accessing the *Zelle* Services provided for herein, you hereby irrevocably submit and consent to the exclusive jurisdiction of such courts in any such proceeding, and waive any challenge to the personal jurisdiction of such courts. You hereby agree and consent to the exclusive venue for any legal action or proceeding shall be in Lubbock County, Texas. You further agree that any dispute between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by a court and not a jury and the parties hereby waive the right to a jury trial. If a court decides not to enforce a part of this *Zelle* Agreement, this *Zelle* Agreement will then read as if the unenforceable or invalid part were not there. All provisions in this *Zelle* Agreement are subject to any restrictions under applicable law.

24. Miscellaneous

Subject to the terms of this Agreement, the *Zelle*® 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 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.