

Zelle Network® Standard Terms

1. Description of Services

- a. We have partnered with the *Zelle Network* (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to **Texas National Bank** that have partnered with Zelle as “Network Banks.”
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

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 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 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.

The Service is intended for personal, not for 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.

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

In addition to the section entitled “Information Authorization,” you hereby consent to our disclosure of your personal information, (including bank account information) to Zelle, other Network Financial Institutions and other third parties as necessary to complete payment transactions in accordance with our customer processes, which may include, without limitation, the following:

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

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our [*Privacy and Information Security Notice*] at <https://texasnational.com/resources/privacy-policy/>, which [is incorporated into and made a part

of this Agreement.

5. Wireless Operator Data

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle*'s Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it 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 (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. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with *Zelle*. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with *Zelle*. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle*.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, 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 Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we, and *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we 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 or *Zelle* sends on your behalf may include your name.

- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or Zelle, or that we or Zelle may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service via email at customerservice@texasnational.com.

8. Receiving Money; Money Transfers by Network Banks

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we 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.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you 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 Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

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

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

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

10. Liability

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.

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).

11. Send Limits

In addition to limiting your Transfer limits to the Funds available in your account in accordance with Regulation CC, Texas National Bank reserves the right to establish and assign to you Transfer limits for the Service (including limits on the dollar amount and/or number of transfer that you may transmit through Zelle each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

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 or *Zelle* may decide, in our 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 *Zelle*, its owners, directors, officers, agents, and Network Banks from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable 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 function 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. Your Responsibilities for Error

You understand that we must rely on the information provided by you and you authorize us to act on any instructions, which has been, or appears to have been send to you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information you elected to initiate via the use of the Zelle transfer application. We are not obligated to take any further steps to confirm or authenticate such transfer instructions and will act on them without further confirmation.

You hereby agree to accept full responsibility for losses resulting from you or any errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, misrepresented, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any cost or losses incurred as a direct or indirect result of the information you provide and transactions you conduct via the Zelle money transfer application.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

14. Transaction Errors

In case of questions or errors about online Electronic Funds Transfer (EFT) or bill payments made through Online Banking involving a Texas National Bank account, you should do one of the following:

- Email Customer Service at customerservice@texasnational.com
- Call Customer Service at 1(855) 862-1920
- Write to Texas National Bank, Customer Service – P. O. Box 4650, Edinburg, Texas 78540, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.

We must hear from you no later than sixty (60) days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

When you tell us about the problem, please;

- Tell us your name and account number
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is in error or why you need additional information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your account while we complete our investigation. We will tell you the results of our investigation within three business days after we complete our investigation. If we decide that there was not error, we will send you a written explanation. You may ask for copies of the documents used in our investigation.

If we do not complete a transfer to or from your Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided elsewhere in this Agreement. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment
- If a legal order directs us to prohibit withdrawals from the account
- If your account has been frozen
- If your account is closed
- If the transfer would cause your balance to go over the credit limit for any convenience credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud, or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Online Banking service.
- If circumstances beyond our control (such as flood, fire, or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Texas National Bank cannot be responsible for customer errors or negligent use of the Online Banking service and will not cover losses due to:

- Input errors or misuse of the online service.
- Negligent handling or sharing of passwords leading to an unauthorized access to your accounts.
- Leaving your computer unattended during an Online Banking session – you must “Sign Off/Log Off” to end your session.
- Failure to report known incidents of unauthorized account access within 2 business days.

15. Your Liability for Unauthorized Transfers

You understand and agree to take full responsibility for the security and confidentiality of your security access and passwords to the Zelle money transfer application and your Texas National Bank account information. You agree to inform Zelle and Texas National Bank AT ONCE if you believe that your password has been lost, stolen, or compromised or you believe that an Electronic Funds Transfer (EFT) has been made without your permission, by contacting Zelle and Texas National Bank.

You may contact us by calling or emailing us at the following, which are the fastest method we recommend for you to avoid losing money.

- Emailing Customer Service at customerservice@texasnational.com
- Calling Customer Service at 1(855) 862-1920

16. Liability for Failure to Complete Transfers

If we do not complete a transfer transaction to, or initiate a transfer transaction from, your account at Texas National Bank within a reasonable time frame as dictated by the time the transaction was conducted and/or received, or the transaction was made for the incorrect amount, in accordance with this Agreement with you, we may be liable for losses and/or damages incurred. However, there are some exceptions, we will not accept liability for, which includes the following:

- If through no fault of ours, you do not have enough funds in your bank account to make the transfer,
- If the transfer would go over your credit limit on your overdraft line,
- If the system supporting the Transfer Services was not working properly and you knew about the breakdown when you were initiating and/or completing your transaction,
- If the Transfer Transaction is delayed or cancelled for any of the reasons described in other sections of the Agreement and/or Deposit Account agreement and disclosures provided to you when you opened, you Texas National Bank depository account.
- If the circumstances beyond our control (such as fire, flood, or disaster) prevent the transfer, despite reasonable precautions that were taken.

17. Purchase Protections

Zelle does not offer a protection program for any authorized payments made with Zelle - for any purchases you made using the Zelle payment Application for which you fail to receive the merchandise you purchased. Texas National Bank also offers no protection program and bears no liability for these authored purchase transactions.

18. Fees

Service Fees and Additional Charges may apply. You are responsible to pay all fees associated with your use of the Zelle Payment Services in accordance with this Agreement. Application Fees will be disclosed in the user interface for, or elsewhere within, the Zelle Payment Application or Site.

Although Texas National Bank does not currently assess any transfer fees it reserves the right to assess additional transactional and optional service fee in the future upon proper notification. In addition, any fee and bank charges associated with you Deposit Account at Texas National Bank will continue to apply in accordance with the Deposit Account Agreement.

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

You agree that any information, disclosures, notices supplemental to or under this Agreement, by law, regulation or any amendments to this Agreement may be sent to you through electronic communication, including email to you or by posting on Texas National Bank website at www.TexasNational.com

You can view Texas National Bank Privacy Policy at <https://texasnational.com/resources/privacy-policy/>

The Online/Mobile Access Agreement for accessing your accounts via Texas National Bank's Internet Banking

("Online Banking ") explains the terms and conditions governing online services. The accounts that may be accessed via Online Banking include only accounts maintained with Texas National Bank. By using our Online Banking services, you agree to abide by the terms and conditions of this Online/Mobile Access Agreement. Online Banking will be governed by and interpreted in accordance with all applicable federal laws, regulations, and the laws of the State of Texas. The following rules will apply to the extent there is not applicable federal law or regulation. The terms "we," "us," "our," and "Bank" refers to Texas National Bank. "You" refers to each signer on an account. The term "business day" shall mean every day except Saturdays, Sundays, and federal holidays.

20. Right to Terminate Access and Cancellation of Service

In the event you violate any terms of this agreement, there are unauthorized or fraudulent transaction related to your Funds Account(s), Deposit Account(s), or use of this Transfer Service Agreement, or we incur problems with your use of the service, you agree that we may suspend, terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other transfer service participations, suspend or terminate:

- The agreement and Transfer Service
- Your ability to send or receive funds through a transfer transaction, and/or
- Terminate your customer relationship by closing your bank account(s) at Texas National Bank.

21. Disclaimer of Warranties

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

22. Limitation of Liability

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

23. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and

reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

24. Governing Law; Choice of Law; Severability

This Agreement will be governed by and interpreted in accordance with Federal Law and regulations, and by the laws of the state of Texas as specified in your deposit account agreement for governing your Eligibility Transaction Account. Any action between us shall be subject to the authority and venue provisions of that Deposit Account Agreement which is hereby incorporated into this Agreement.

25. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's 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.