

Zelle Network® Standard Terms

This Zelle Network Agreement (the “Agreement”) is made between you (collectively, “Customer,” “you,” “your”) and Brookline Bank (collectively, “Bank,” “we,” “our,” “us”) and governs your use of the Service, and any transactions you may initiate with and/or request from us through the Service. By accepting this Agreement, you agree to be bound by the terms and conditions pertaining to the Service(s) that you use.

This Agreement supplements the terms of the other agreements you have entered into with us, including, but not limited to the Online Banking Agreement, eStatement Agreement, External Transfers Agreement, Funds Availability Policy, Privacy Notice, Credit Account Agreement, or Personal Deposit Agreement, as applicable, and related fee schedules and disclosures that govern the terms, conditions, and fees of your deposit account(s) with us, each as may be amended from time to time (such account agreements, fee schedules and related disclosures being referred to as an “Account Agreement” and collectively as the “Account Agreements”). The terms and conditions of your Account Agreements are incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and any Account Agreements the terms of this Agreement shall control as in regards to the provision of the Services outlined below. Any terms not defined in this Agreement shall have the meaning assigned to them in the Account Agreements. The provisions of this Agreement apply to customers who use the Services.

The Service allows you to perform banking functions relative to your accounts that are linked to the Service through the use of a personal computer or Internet-enabled Mobile Device. You agree to be bound by the terms and conditions pertaining to Online Banking and the specific terms and conditions applicable to any other associated services, including Online Bill Payment Service, Mobile Banking Service and Mobile Check Deposit Service, that you use as set out below.

By accepting the terms and conditions of this Agreement, you are electronically signing this Agreement, which shall be considered the same as your authorized written signature constituting your binding agreement to all of the terms, conditions, and notices contained or referenced in this Agreement.

Access to and use of the Service is contingent upon your acceptance of this Agreement. The Bank in its sole discretion, may restrict or deny your access to the Service until the Bank has determined that you have accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until the Bank has had a reasonable opportunity to receive and review the acceptance of this Agreement and activate the Service. In any event, you agree that your use of any Service shall, without any further action or execution or acceptance of any documentation, constitute your acceptance of and agreement to the Bank’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by the Bank. In order to activate the Service, you must have at least one account with us linked to the Service.

1. Description of Services

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 financial institutions that have partnered with Zelle as “Network Banks.”

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 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.

The Services remain in effect until they are terminated by you or Bank. You may cancel the Services at any time by notifying us of your intent to cancel by calling customer service at 877-668-2265. If you close your primary checking account, or there is no longer any eligible funding account linked to your Service, any unprocessed payments will be canceled. Upon your or our cancellation of your Services for any reason, you will have no further right or access to use the Services, and we will not access your accounts thereafter for any reason related to Zelle.

We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms of this Agreement or the rights of Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of the Service.

This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement. We reserve the right to modify the terms and conditions herein, at any time, at our sole discretion, subject to any prior notice requirements as may be required by law.

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

You consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

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

Our Privacy Policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Bank Account with us. It can be viewed by clicking on the Privacy Policy link located in Section 4, below, or by visiting our website.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at [Brooklinebank.com/privacy](https://www.brooklinebank.com/privacy) which is incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to Network Bank or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See *Zelle's* Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. Reference to our Privacy Policy is located in Section 4, above.

6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly 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, 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 and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, 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.
 - 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, contact our customer service center at 877-668-2265. If you cancel text messaging from us, in order to support your use of the Service thereafter, you must provide us with a valid e-mail address that we may use for communications related to the Service.
 - f. Supported Carriers include, but are not limited to, AT&T, T-Mobile, Sprint, and Verizon Wireless. Check with your individual carrier to confirm availability.

8. Receiving Money; Money Transfers by Network Banks

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you.

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.

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. Send Limits

Money transfers and/or debits by Network Banks made via the Services are subject to the limit(s) described in this Section 10, in addition to the terms and conditions of this Agreement, and/or any applicable Account Agreements, or as otherwise described in other communications we may provide to you from time to time. Certain limits may apply based on federal restrictions on the number of Internet (via Computer or Mobile Device) transfers from savings Deposit Accounts (including Money Market Accounts) processed in a statement cycle. Money transfers and/or debits by Network Banks made via the Zelle Services are subject to the following limit(s):

- | | |
|--------------------|--------------------------------|
| a. Per Transaction | \$1,000.00 |
| b. Every 24 Hours | \$1,000.00 or 15 Transactions |
| c. Every 7 Days | \$2,500.00 or 30 Transactions |
| d. Every Month | \$5,000.00 or 100 Transactions |

For non-Zelle services, different transaction limits may apply; consult the terms and disclosures for the applicable product or service for more information.

11. Requesting Money

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

By accepting this 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 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.

12. Transaction Errors

If you have questions about your Zelle transactions, you should first contact the sender (if you received the transfer) or recipient (if you sent the transfer) and attempt to resolve the issue. If you still have questions or suspect an error related to a Zelle transaction posted to your deposit account, contact our Customer Service Center at 877-668-2265 or write to: Brookline Bank P.O. Box 470469 Brookline, MA 02447-0469

13. Your Liability for Unauthorized Transfers

You are responsible for all transfers that are authorized using any username, password, or other access code or authentication feature you use for the Services. If you permit other persons to use the Service or your username, password, or other access codes or authentication feature, you are responsible for any transactions they authorize. Please refer to our Regulation E Disclosure contained in our Personal Deposit Account Agreement, referenced in Section 1, above and incorporated herein by reference, and our Electronic Banking Account Statement Disclosure Agreement.

You will be liable for unauthorized transactions using the Services to the extent allowed by applicable federal and state law, this Agreement, and any other agreement applicable to the specific bank product or service affected by the unauthorized transactions.

Contact us IMMEDIATELY if you believe that any username, password, or other access code or authentication feature you use for the Services has been lost or stolen or used without your permission. Telephoning us at 877-668-2265 is the best way of minimizing your possible losses.

14. Liability for Failure to Complete Transfers

In using the Service, you are requesting that we attempt to make payments for you from your Account. If the payment instruction cannot be completed for any reason associated with your Account (for example, there are insufficient funds in your Account, or the payment instruction would exceed the credit or overdraft protection limit of your Account, to cover the payment), the payment instruction may or may not be completed. In certain circumstances, we may advance funds to your Account to cover an electronic debit. We may also attempt to debit your 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 immediately upon demand of the amount of the payment instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Account to allow the debit processing to be completed; and
- b. We are authorized to report the facts concerning the return to any credit reporting agency pursuant to applicable law.

15. Use of Our Online Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Online Banking Agreement, which are available at [Brooklinebank.com/olb agreement](https://www.brooklinebank.com/olb agreement) and incorporated into and made part of this Agreement by this reference.

16. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, *ZELLE AND BANK* MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. *ZELLE AND BANK* 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 AND BANK* DO 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.

17. 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).

18. 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).

YOU ALSO AGREE THAT THE BANK, ITS OWNERS, DIRECTORS, OFFICERS, OR AGENTS, SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, THE BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE BANK'S SOLE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM THE BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY THE BANK ON AN "AS IS" BASIS.

THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, YOUR MOBILE DEVICE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF THE BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, MOBILE DEVICE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY THE BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO THE BANK OR FROM THE BANK TO YOU. THE BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING

FROM DEFECTS IN OR MALFUNCTIONS OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE.

19. 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 and Bank, respectively*, 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*.

20. Notices

When you send us a notice it is effective only upon receipt by us. If we have provided a specific address for notice, you must use such address for notice to be effective. You agree and authorize us, except to the extent prohibited or limited by Applicable Law, to send you any notice or communication pursuant to the Service or this Agreement to your mailing address or your e-mail address as it appears on our records or electronically by posting the notice to the Service's website, on an Account Statement, or via facsimile and that such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly as to any change in your mailing address or email address and acknowledge and agree that such changes will not be effective until we have had a reasonable opportunity to act on the notice. You agree that we may consider such notices as given to all Account owners when it is given to any one Account owner.

21. Force Majeure

The Bank shall not be responsible for any liability, loss, or damage resulting from the Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

22. Documentation

The parties acknowledge and agree that all documents evidencing, relating to, or arising out of the parties' relationship may be scanned or otherwise imaged and electronically stored and those originals (including those manually signed) may be destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings relating to this Agreement.

23. Entire Agreement; Integration

The parties agree that this Agreement and any amendments hereto, and any and all documents incorporated by reference, represent the entire agreement between the parties with respect to the Service and supersede any prior oral or written understandings between the parties relating to the Service. There may be other associated agreements such as for external transfers and e-statements which are not addressed here, and you must agree to prior to using the applicable service.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures

between you and us. Provisions in other agreements and disclosures, including our Personal Deposit Account Agreement and Business Deposit Account Agreement applicable to your Account(s) may be revised from time to time and remain in effect for all other aspects of the Accounts. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between the parties, the terms of this Agreement will control on issues related to the Services. If you are a Consumer, the Electronic Funds Transfer and Disclosure Statement included in your Personal Deposit Account Agreement or otherwise provided to you when you opened your Account, as amended from time to time, will control.

24. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by Applicable Law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall remain in full force and effect. If any portion of Applicable Law that we are subject to invalidates or modifies a portion of this Agreement, then this Agreement or that portion shall be deemed to be amended to the extent necessary to comply with Applicable Law and we will incur no liability to you as a result of our compliance with such Applicable Law.

25. Assignment and Delegation

You cannot transfer or assign any rights or obligations under this Agreement without the Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

26. Successors

This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

27. Non-Waiver

No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

28. Governing Law

These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions and without regard to your state of residence.

29. Beneficiaries

This Agreement is for the benefit of the undersigned or otherwise designated parties and is not intended to and shall not be construed as granting rights to or otherwise benefit any other person.

30. Recording of Communications

Except as otherwise required by Applicable Law, the parties agree that telephone conversations or data transmissions between them made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

31. Relationship

The parties are not licensors, partners, joint ventures or agents of each other as a result of this Agreement.

32. Headings and Captions; Interpretation

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

33. 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.