



Dear Valued Customer,

We would like to inform you of upcoming changes to our Bill Pay system that will take effect on February 10, 2025. Please review the details below to understand how these updates may impact your experience and payments.

Effective February 9, 2025, the Bill Pay user interface has been redesigned in appearance and functionality and will begin processing transactions on February 10, 2025. Any pending payments in the Bill Pay queue will be updated automatically to ensure a smooth transition.

1. Payment Scheduled Before February 10, 2025

On February 10, 2025, our system will update all scheduled payments to ensure proper processing under the following new schedule:

- **Electronic Payments:** Transactions with a due date of February 11, 2025, will begin processing on February 10, 2025.
- **Check Payments:** Transactions with a due date of February 13, 2025, will also begin processing on February 10, 2025.
- **Cutoff time:** The Bill Pay cut-off time will change to **1:00 PM Pacific Time (PT)**. Any Bill requests received after **1:00 PM PT** will be processed the following business day.
- **These updates will apply to all scheduled transactions and recurring payments.**

Payment scheduled before February 10, 2025, will be processed as scheduled and will not be impacted by the new cutoff time.

2. Bill Pay Calendar Widget Update

Current Display: Currently, the Bill Pay calendar widget reflects the **“Due Date”**, which is the date the payment is received by the third-party vendor (e.g., utility companies).

- **New Display:** Beginning **February 9, 2025**, the user interface (UI) will change where it will display:
 - **Send Date:** The date the payment is debited from your account.
 - **Receive Date:** The date the payment is delivered to the vendor.

3. What You Need to Know

- We encourage you to review the Online Banking Agreement and Disclosure below, which outlines the changes.
- **Plan Payments Accordingly:** To avoid processing delays, ensure payments are scheduled before the new cutoff time.

For further assistance, please contact our Customer Service team at (888) 809-8282. Thank you for choosing Universal Bank.

Sincerely,

Universal Bank

DEFINITIONS.

- 1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to *Financial Institution Name*, the financial institution.
- 1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer and commercial deposit accounts, such as *Checking/Share Draft*, Savings, NOW, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate and each account must permit withdrawal by a single signer.
- 1.3 "Login Credentials" refers to User Name and Password that must be used to securely access your account information.
- 1.4 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure (*and Agreement*), Privacy Disclosure, Substitute Check Policy Disclosure, as well as any Schedule of Fees and Charges.
- 1.5 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: Monday through Friday before 5:00PM PST excluding Federal holidays..
- 1.6 "Check Image" refers to the digital image of any *check/share draft* you transmit to us using Remote Deposit Capture.
- 1.7 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
- 1.8 "Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check. *The term check is also defined as a share draft.*
- 1.9 "Original Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
- 1.10 "Substitute Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: a paper reproduction of an original check that – (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.
- 1.11 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.
- 1.12 "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

SYSTEM REQUIREMENTS. Online Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services:

Windows 10, Apple IOS and Android OS. If you decide not to maintain such hardware and software, you may cancel Online Services at any time.

ACCOUNT ACCESS. You may access your Account(s) at *Financial Institution Name's* website, www.universalbank.com. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our *customer* service, as allowed by our security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Services.

USE OF PERSONAL INFORMATION. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE. Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

For consumer accounts, Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure (and Agreement) for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s).

If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues related to your use of Online Services is provided below.

Address: 3455 Nogales St.
West Covina, CA 91792
Phone: (888)809-8282
Email: ubonline@universalbank.com

ONLINE TRANSACTION FUNDING. In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges. If you have opted in to overdraft services, please refer to your account opening Disclosures for any overdraft services policies related to funding your accounts and any overdraft fees.

EFFECTIVE TIMING OF TRANSACTIONS. Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 5:00PM PST on a Business Day will post the same day and will be included in the available funds for the receiving Account. Transfers requested after 5:00PM PST on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

CANCELING A TRANSFER. A one-time transfer is immediate and cannot be canceled. The deadline for canceling a recurring transfer request is 5:00 PM PST. You can cancel or change a transfer request electronically by deleting or changing the transfer instruction from the transfer screen at our Online Banking website. If you have any questions or problems canceling the transfer, please contact us.

COST OF SERVICE. Account transaction fees as stated in any Disclosures and Schedule of Fees and Charges provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers. When signing up for Online Services, a separate schedule of fees and charges specific to these Online Services will be provided.

BILL PAY SERVICES. You can access Bill Pay Services in the same manner that you access other Online Services by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. You may make an unlimited number of transfers or withdrawals from your Savings and Money Market Accounts. There is a \$1.00 minimum and a \$7,500.00 maximum dollar amount that is permitted for payments using our Bill Pay Services.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 1 days as set-up time for Checks and online payments through Bill Pay Services. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account

that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

CANCELING BILL PAY SERVICES. You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancelation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

ADDITIONAL BILL PAY SERVICES INFORMATION. The Bill Pay request must be submitted before 1:00 PM Pacific Time (PT) to be processed the following business day. Payments received after 1:00 PM PT, will be considered as received the following business day.

REMOTE DEPOSIT CAPTURE ("RDC"). RDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use this Check Image to create an Electronic Check or Substitute Check for collection. The Check Clearing for the 21st Century Act and Regulation CC govern the use of RDC services and have enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes.

RDC FEES AND CHARGES. Any and all fees and charges associated with your Accounts remain in effect when accessing and using RDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.

ELIGIBILITY OF ITEMS. You may only submit Items for deposit that are within the dollar limits established for you. We reserve the right to limit the dollar amount and frequency of deposits made through RDC services by you, and we may raise or lower your dollar limit in the future at our sole discretion at any time. You agree that we are not obligated to accept any Check Image that we determine to be ineligible and you agree to deposit only Checks as defined by section 1.8 in the DEFINITIONS section of this Agreement. You acknowledge that ineligible Items include, but are not limited to, the following: ACH payments or wire transfers, Items drawn on banks located outside of the United States, cash, illegible Items, incomplete Items, Items which are altered in any way, any Check that has previously been converted to a Substitute Check, any Item that contains indecipherable magnetic ink character recognition ("MICR") data, any Check originally made payable to a party other than you and any stale or post-dated Items.

PROCESSING REQUIREMENTS. You agree you will not alter any Original Check or Check Image under any circumstance and you warrant that all Original Checks are authorized for the amount stated on the Check by the person who created the Check. At the time of presentment to you by drawer, any Checks that you initiate for deposit must contain all necessary information on the front and back of the Check, including all endorsements, the identity of the drawer and paying bank that is preprinted on the Check, and the image quality must be in compliance with the minimum requirements established by the American National Standards Institute ("ANSI"). Determination of image quality compliance is in our sole discretion and any Check may be rejected if it does not meet this criteria. You also agree that all Check Images you submit for deposit through RDC services will not contain any viruses or other potentially harmful attributes.

ACCEPTANCE OF ITEMS. We are not responsible for any Items which we do not receive. Items received will each be reviewed for acceptability and any accepted Item will be converted into a Substitute Check. You agree that electronic conveyance of a Check does not equate to receipt of the Check. You agree that a notice confirming receipt of your deposit does not mean the Item is error-free or that it will not be rejected upon further review. If we do reject an Item for any reason, we will provide you with a notice of rejection; however, we will not be liable for loss suffered as a result of the rejected Item. We will also provide you with a notice if your deposited Item is dishonored, in which case you permit us to debit such amount from your account. You may confirm receipt of all deposited Items by viewing your account statements or by contacting us.

RETENTION AND DISPOSAL OF CHECKS. You agree to securely preserve and protect each Original Check for a period of 31 days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an Item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check which you have already submitted or deposited electronically into an account you own with us or at any other financial institution. At the expiration of the 31 day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

ADDITIONAL REMOTE DEPOSIT CAPTURE INFORMATION. Mobile Deposits and Merchant Capture deposits made on a Business Day before the cutoff time, funds will be available no later than the following business day after the day of your deposit. Deposits made after the bank's cutoff will be considered as received the following business day.

In certain cases, Universal Bank may hold the funds for a longer period of time or make them available sooner. This means that funds credited to your account may not be immediately available to cover debits or withdrawals.

MOBILE BANKING. Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.

ACCESSIBILITY AND LIABILITY. Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

MOBILE DEVICES. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

TRANSACTION LIMITS. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

ADDITIONAL MOBILE BANKING INFORMATION. Mobile Banking Agreement and Disclosure

Universal Bank strives to provide you with the highest quality Mobile Banking services available. By enrolling in the service, you agree to all the terms and conditions contained in this Agreement and Disclosure. Universal Bank Bank may offer additional Mobile Banking services and features in the future. Any such added services and features will be governed by this Agreement in addition to any terms and conditions provided to you at the time the new service or feature is added. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

As used in this Agreement and related to Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Universal Bank Checking, Savings, Loans, Certificate of Deposits, and Safe Deposit Box information that can be accessed through the Mobile Banking service.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and/or is capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the services you access with your mobile device.

"You" and "Your(s)" mean each person with authorized access to your Account(s) who uses the Mobile Banking service.

"We", "Us", and "Bank" means Universal Bank.

Mobile Banking Service and Associated Fees

Mobile Banking is offered as a convenience and supplements our Online Banking service. Mobile Banking allows you to access your Universal Bank account information, transfer funds between your Universal Bank accounts, view your eStatements, submit payments to payees you have established from a computer, and receive some types of alerts from your device.

Universal Bank's Mobile Banking service includes iPhone app, Android app, and a SMS (text). In order to utilize the Internet browser site and the apps, you must be enrolled to use our Online Banking service and have signed on from a computer to establish some security settings prior to using your device. In order to utilize the SMS (text) solution, you must provide the bank with your cellular phone number and which accounts you wish to access by text message.

Universal Bank does not charge a fee for our Mobile Banking services. However, your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the service at any time. Mobile Banking may not be accessible or may have limited capability over some network carriers. In addition, Mobile Banking may not be supportable for all devices. Universal Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or out of ranges issues.

You agree that when you use Mobile Banking you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of our Mobile Banking service (such as data usage or text messaging charges imposed

on you by your mobile service provider for your use of or interaction with Mobile Banking) and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan, or other banking product accessed through this service is also subject to the Account Agreements and Disclosures provided at the time of account opening. You should review the Account Disclosures carefully, as they may include transaction limitations and/or fees which might apply to your use of Mobile Banking.

Mobile Banking Transfers

You may use Mobile Banking to transfer funds between your eligible Universal State Bank accounts. You may not transfer to or from an account at another financial institution via Mobile Banking.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfers, your transfer will post on that day's business. All transfer requests received after the deadline as well as transfer requests received on Saturday, Sunday, or Federal Holidays on which the bank is closed will be processed on the Bank's next business day. You must have sufficient funds in the selected account at the time the transfer request is received.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings account. Each transfer from a savings account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period. You may be subject to fees or account conversion if you exceed the transaction limits of your account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosure.

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice at our discretion.

You agree to confirm the completion of each transfer in your account balance and transaction history prior to withdrawing transferred funds.

We reserve the right to limit the types and number of accounts eligible and to refuse to make any transaction you request through Mobile Banking.

Your Responsibilities

You agree to the following by using Mobile Banking:

In order to properly use Mobile Banking, you should review all the information included in this Agreement and Disclosure. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current, and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking.

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password, or any other access information to any unauthorized person. If you permit other persons to use your device, log in information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting from such access. You agree not to use any personally identifiable information when creating shortcuts to your account. You agree to notify us immediately in the event your cellular phone number changes or your device you use to access Mobile Banking is lost or stolen. We strongly recommend you use a pass code to gain access to any device you utilize for Mobile Banking. We make no guarantees that any use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking site or Mobile Banking App to immediately change your Password.

You agree to endorse the checks as "For Mobile Deposit Only" and to retain the original for sixty (60) days and destroy the original checks deposited after sixty (60) days.

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold harmless Universal Bank, its affiliates, officers, directors, employees, consultants, and service providers from any and all claims, liability, damages, and expenses resulting from the use of Mobile Banking.

ADDITIONAL ONLINE SERVICES INFORMATION.

Zelle Network® Terms & Conditions

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 U.S. mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle® as “Network Banks.”
- b. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use 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. 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.

Content Standards: You agree that you will not 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; or (f) in Zelle®’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

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 Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

Universal Bank reserves the right to amend the Agreement at any time by providing 30 day written notice via a bank statement, statement message, and or letter.

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

Through your enrollment in or use of our Online Banking Services, including the Zelle Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Zelle Service, to authenticate you when you log in, to send you information about our Zelle Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Zelle Service and the content and layout of our Online Banking Website or Software. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability, we and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with your use of our Online Banking Services, including the Zelle Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of our Online Banking Services, including the Zelle Service. The following provisions in this section may apply to the Zelle Service:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or websites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our *Privacy Policy* at and universalbank.com/Resources/Privacy-Policy, or our *Information Security Notice* at universalbank.com/Resources/Information-Security.

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.

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, 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, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at (888)809-8282 or email us at ubonline@universalbank.com. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Phone carriers outside the United States may not be supported. Standard text and data messaging rates may apply.

8. Receiving Money; Money Transfers by Network Banks

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

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

The Bank offers overdraft protection services also referred to as Dynamic Transfer whereby funds are automatically transferred from a linked account to cover the overdraft of a linked account. Each Dynamic Transfer has a fee. Refer to the Bank's Schedule of Fees & Charges. An authorized signer will need to execute a *Dynamic Transfer Agreement* to activate the overdraft protection service for each account linked.

In certain circumstances, Universal Bank may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from Universal Bank. In which case, you agree that:

- a. You will reimburse Universal Bank upon demand either by notice or phone in the amount of the Payment Instruction if the payment has been delivered but there were insufficient funds in your Eligible Transaction Account to allow debit processing to be completed.
- b. You may be assessed costs of collection by Universal Bank or Universal Bank's third-party collection agency if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the Dynamic Transfer limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you.
- c. Universal Bank is authorized to report facts concerning the return to any credit reporting agency.

IN NO EVENT WILL UNIVERSAL BANK OR ANY PERSONS BE LIABLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM YOUR USE OF THE ONLINE BANKING WEBSITE OR SOFTWARE, OR THE ONLINE BANKING SERVICES, EVEN IF WE WERE ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES TO YOU IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO \$1,000.00.

THE LIMITATIONS ON LIABILITY SET FORTH IN SUBSECTIONS A AND B ABOVE: (A) SHALL NOT APPLY TO THE EXTENT THEY ARE INCONSISTENT WITH ANY APPLICABLE LAW, IN WHICH CASE THEY SHALL BE DEEMED MODIFIED TO APPLY TO THE FULLEST EXTENT PERMITTED AND (B) SHALL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

11. Send Limits

To protect your account, we place a daily dollar send limit on Zelle payments sent from your eligible Universal Bank accounts, even if your available balance is higher than the daily limit. However, we may allow transactions that exceed your limits or temporarily reduce your limits without notice, for security purposes. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your account or the transfer system. Zelle transfers from your Universal Bank accounts may be made in any amounts from \$1 up to the limit applicable to your transaction. The limits are set per customer

regardless of how many accounts are held at Universal Bank. To help protect you from fraud and scams, Universal Bank may require you to confirm a transaction amount with a one-time verification code. If you are unable to verify the one-time verification code, the transaction will not be processed.

We do not limit the dollar amount you may receive each day through Zelle.

12. Requesting Money

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

By accepting this *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.

Small Business Customers may not send payment request to Out-Of-Network Users enrolled with Zelle®

13. Transaction Errors

In case of questions or errors about Zelle transfers contact Customer Service by phone at **(888) 809-8282**.

Contact us 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 a statement or transaction records. We must hear from you no later than sixty (60) days after we have sent the **FIRST** paper or online statement in 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 why you believe it is not an error or what additional information you need.
- Tell us the dollar amount of any suspected error.

We will determine if an error occurred and will tell you the results of our investigation within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer or transaction involved a point-of-sale transaction, a foreign-initiated transfer or a transfer to or from an account within 30 days after the first deposit to the account was made) to investigate your complain or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) 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(s) or question(s) in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. We may ask for copies of the documents that we use in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

14. Your Liability for Unauthorized Transfers

Notify us **AT ONCE** if you believe another person has improperly obtained your Online Banking Password. Also notify us **AT ONCE** if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you

suspect any fraudulent activity on your account. Telephoning us at **(888)809-8282** is the best way to minimize your potential losses. The unauthorized use of your Online Banking Service could cause you to lose all your money in your account. You may also write to us at:

**Universal Bank
Customer Service
3455 Nogales St 1st Fl
West Covina, CA 91792**

If your Online Banking Password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking Password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers, payments, or purchases that you did not make or authorize, please notify us **AT ONCE**.

If you do not notify us within sixty (60) days from the date the paper or online statement was sent to you, and we can prove that we could have stopped someone from taking the money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

15. Liability for Failure to Complete Transfers

In using the Zelle Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason, associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the available Dynamic Transfer limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed.

An authorized account signer may enroll in Dynamic Transfer service authorizes Universal Bank to automatically transfer funds between two accounts when the balance of the primary (funding) account is insufficient to cover an incoming debit transaction.

In certain circumstances, Universal Bank may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from Universal Bank. In which case, you agree that:

- a. You will reimburse Universal Bank upon demand either by notice or phone in the amount of the Payment Instruction if the payment has been delivered but there were insufficient funds in your Eligible Transaction Account to allow debit processing to be completed;
- b. You may be assessed costs of collection by Universal Bank or Universal Bank's third-party collection agency if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the Dynamic Transfer limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you.

An authorized account signer may enroll in Dynamic Transfer service which authorizes Universal Bank to automatically transfer funds between two accounts when the balance of the primary (funding) account is insufficient to cover an incoming debit transaction.

The aforesaid amounts may be charged in addition to any non-sufficient funds or overdraft charges that may be assessed by us, as set forth in your fee schedule from us or your account agreement with us (please refer to **Universal Bank's Schedule of Fee Schedule** for fee information). You hereby authorize us and our Service Provider to deduct all these amounts from your designated Eligible Transaction Amount, including by ACH debit;

- c. Universal Bank is authorized to report facts concerning the return to any credit reporting agency.

16. Fees

You are responsible for paying all fees associated with your use of the Zelle Service. Applicable fees will be disclosed in the Bank's Schedule of Fees and Charges. Any applicable fees will be charged regardless of whether the Zelle Service was used, except for fees that are specially use-based. Use-based fees for the Zelle Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. For the purpose of calculating if a use-based fee will be applied, we may consider all Zelle requests, including those that were unable to be completed or otherwise returned after the transfer request was submitted. You agree to pay such surcharges and authorize us to

deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Zelle Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

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

You agree to access Universal Bank website and/or mobile app in compliance with our *Online Banking Agreement*, which are available at your request by email or mail. Please contact us at 888.809.8282 and incorporated into and made part of this *Agreement* by this reference.

18. Cancellation of the Service

Your Zelle Service remains in effect until it is terminated by you or the Bank. You may cancel your Zelle Service at any time by notifying us of your intent to cancel in writing, or by calling **(888) 809-8282**. Your service will be canceled after the Bank has had a reasonable opportunity to act upon your cancellation request. You agree to use the Zelle Service and send money only for lawful purposes. We may suspend or terminate your participation in the Online Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

19. Bank's Right to Terminate Access

You agree that we may terminate or suspend your use of the Zelle Service and or Online Banking Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Banking Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Online Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or your protection, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or suspend or terminate your Online Banking Services in whole or in part, at any time or for any reason, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Password; (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under this Online Banking Agreement; (c) you repeatedly overdraw your Bank account; (d) your Bank account is closed, access to your account is restricted for any reason, or if you do not use the Online Banking Services for a period of time after being notified by the Bank; or (e) following initial enrollment you do not use the Online Banking Service, after being notified by the Bank, we may automatically suspend or terminate the Online Banking Service, without further notice to you.

Any payment or transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are cancelling the Online Banking Service. You are responsible for any payments or transfers scheduled by you prior to termination that you have not cancelled. Termination will not affect your liability or obligations under this Online Banking Agreement for payments we have processed on your behalf.

This Agreement is valid until terminated by you or by us. We may terminate the Agreement at any time or for any reason. Your rights under this Agreement will terminate immediately if you breach any term of this agreement. Upon termination of this Agreement, you shall immediately cease all use of the Online Banking Website and Software and destroy all copies, full or partial, of the Software. Terms of this Agreement, which by their nature should survive, will survive the termination of this Agreement.

20. Disclaimer of Warranties

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

21. 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).

22. 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*.

23. Governing Law; Choice of Law; Severability

GOVERNING LAW. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties under this Agreement will be construed pursuant to and in accordance with the laws of the State of California.

SEVERABILITY OF AGREEMENT. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken from this Agreement and shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is so stricken in accordance with the foregoing sentence, then that stricken provision or part thereof shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to that stricken provision or part thereof as is legally possible.

24. 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.

Other Online Banking Services

Other Online Banking services terms and conditions will be available upon the activation of Online Banking profile.