

# FIRST FINANCIAL BANK, N.A.

## ONLINE AND MOBILE BANKING SERVICES AGREEMENT

Version Effective December 15, 2021

Revised: December 8, 2021

### 1. Agreement

This Online and Mobile Banking Services Agreement ("Agreement") between you and First Financial Bank, N.A. governs your use of First Financial Bank's Online Banking, Business Online Banking, Mobile Banking, Business Mobile Banking, and other online and mobile-based financial services functions which are now available or may be available sometime in the future ("Online Services"). As used herein, the terms "Bank", "us", "we", or "our" means First Financial Bank, N.A. Online Services permit you to gain online access to certain of your eligible accounts, view certain information, perform certain banking functions, and access certain products. Eligible accounts include:

- Checking (Demand Deposit) Accounts
- Savings Accounts
- Money Market Accounts
- Certificates of Deposit Loans

**When you enroll, use, or authorize others to use, Online Services, you accept and agree to be bound by the terms and conditions of this Agreement, and acknowledge its receipt and your understanding of its terms.**

### 2. Relation to Other Agreements

The applicable depository "Terms and Conditions of Your Account", which is incorporated as reference, also govern each of your deposit accounts. Please refer to the "Terms and Conditions of Your Account" on our website at <https://ffin.com>. Your use of Online Services may also be affected by other agreements between you and us for your accounts with the Bank. When you enable an account for Online Services, you do not change the "Terms and Conditions of Your Account." You should review the "Terms and Conditions of Your Account" for any applicable fees, limitations on the number of transactions you can make, and other restrictions that might affect your use of an account with Online Services. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans, or other business relationships with us. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect.

Any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic transfers through Online Services from your account.

### 3. About Online Services

Through Online Services, you can access and manage eligible and enrolled accounts and perform certain transactions using a personal computer or mobile device. You can use Online Services to conduct certain services online for enrolled account. Examples of what you can do using Online Services include:

- View account balances, account details, and specific transaction information
- View and download transaction history and account statements
- Place a stop payment on a check
- Make payments to billers within the United States (Conditions apply)
- Send and receive secure communications
- Request a change of address
- Deposit certain checks using a mobile device (Conditions apply)
- Enable or disable debit card transactions and temporarily modify transaction limit.
- Move money between your eligible and enrolled accounts at the Bank
- Move funds to registered external accounts
- Send domestic and international wire transfers (Conditions apply)
- Register to receive automated activity and security alerts via voice, text, or email
- Transfer funds using *Zelle* Services (Conditions apply)

Some services may not be available for certain accounts or customers.

#### **4. Software Usage**

You agree that your use of the Online Services and all related software ("Software") provided to you by the Bank, will be limited solely to access and use of the Online Services and agree not to decompile or reverse engineer or otherwise alter the Software in any way. The Bank uses third parties ("Licensor") that are not affiliated with us to provide certain licensed Software to support the Online Services.

#### **5. Accessing Accounts**

You may access any eligible account for which you are an owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using Online Banking, Business Online Banking, Mobile Banking, or Business Mobile Banking Services, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to your use of Online Services. You understand and agree that any one user can initiate transactions (including funds transfers or bill pay transactions) from any of your accounts using Online Services regardless of whether the user is an authorized signer on those accounts and regardless of whether any of those accounts normally require two or more signatures or have other restrictions. You are agreeing that we may consider all such transfers as having been authorized by you.

The Primary Account Holder may be granted system administrative powers to establish individual user rights for accounts, authorize and alter rights of any users over accounts and payment categories, authorize and alter rights to Cash Management Services, and grant or remove

Supervisory rights to or from other users. By accepting this Agreement, you acknowledge that the Bank has advised you and your assignees of the liabilities created by appointing a system administrator; and agree that the Bank is released from any and all liability for damages, including but not limited to claims for indirect, incidental, special, or consequential damages arising out of or related to the appointment of the Online Banking Supervisor(s) and the actions, now and in the future, of the Online Banking Supervisor(s).

## **6. Additional Provisions Applicable to Business Accounts.**

Customer represents that each individual who has been granted access to Online Services has general authority from Customer's business to give instructions to the Bank with respect to Customer's enrolled account upon entry of Customer's authentication techniques such as username, password, PIN, Mobile Authorization Code, and/or authentication token ("Codes") (including general authority over the movement of Customer's funds and over accounts with the Bank) and that the Bank has full authorization from Customer to rely and act upon instructions from the individual identified by such Codes. Customer accept responsibility for unauthorized access to Online Services with Customer's Codes by Customer's employees and associates or by third parties. In the event of any conflict between the authority of an individual (including the entitlement to initiate and approve financial transactions on behalf of Customer's business) as evidenced in an account agreement, banking resolution, power of attorney, or other means and that granted through this Agreement (including additional service agreements), the terms of this Agreement shall have precedence.

## **7. Transaction Processing Schedule**

Our business days are Monday through Friday, except legal bank holidays or as otherwise posted in our banking locations. An Online Services transaction initiated on a business day is posted to your account the same business day. External funds transfers completed after 2:00 p.m. (Central Time), Mobile Check Deposits completed after 8:00 p.m. (Central Time), and all transfers and stop payments completed on a non-business day, will be processed the following business day. Account balances and transaction histories reflect activity through the close of the previous business day. Transactions that have not been processed may display as pending and may reflect in account balance calculations.

## **8. Additional Terms and Conditions**

Separate terms and conditions may govern specific features provided within Online Services including, but not limited to, Bill Payment, Debit Card SMS Text Alerts, Mobile Check Deposit, Bill Management, and Electronic Communication Services and are available at the time of enrollment into the service.

## **9. System Unavailability**

Online Services may be unavailable when systems require maintenance or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest, riots, war, or acts or threatened acts of terrorism or other

circumstances beyond our control. We shall have no liability for interruptions or delays in services due to systems unavailability.

When unavailable, you may use our telephone banking system, an automated teller machine ("ATM"), customer contact center or a branch office to conduct your transactions.

## **10. Changes to Online Services**

We may periodically introduce new capabilities to Online Services or modify or delete existing capabilities. We will notify you of these changes if we are legally required to do so. By using these services when they become available, you agree to the terms contained in this Agreement, any attachments, and subsequent amendments. You may refer to this Online and Mobile Banking Agreement on our website at <https://ffin.com>.

## **11. Security**

We have implemented various Online Services security controls including, but not limited to:

- Restricting access to Online Services from a computer or mobile device using an unsupported browser or mobile operating system.
- Controlling access by requiring authentication Codes. Additional password complexity, password expiration requirements, or other Codes may be required based on your transaction authority.
- Automatically terminating sessions after a period of inactivity. Third-party services accessed through Online Banking are subject to those vendor's restrictions.
- Requiring a secure access code (for identification purposes) if the computer you are using is not familiar to us.
- Authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing Online Services.
- Detecting potentially fraudulent transactions using risk and fraud analytics system.
- Limiting account access, transactions, and providing the ability for dual authorization for certain transactions across multiple channels.
- Requiring additional transaction-level authentication including, but not limited to, two-factor authentication using tokens and out-of-band authentication techniques.

## **12. Online Banking Codes**

Your Codes will give you access to your accounts and ability to perform certain transactions through Online Services. The Bank is entitled to act on any instructions it receives using your Codes. Memorize your password. Do not write your password down or store it electronically. You should change your password regularly. You can change your password within our Online Services systems. You are responsible for the confidentiality and use of your username and password and other security data, methods, and devices in accessing and using Online Services. You are responsible for keeping your password and account data confidential. When you give someone your username and password or one-time access code, you are authorizing that person to use

Online Services. We will therefore consider any access to Online Services through use of valid security credentials to be duly authorized by you, and we will carry out any instruction given regardless of the identity of the individual who is actually operating the system. You are responsible for all Online Services transactions performed using your username and password, even if you did not intend or authorize them.

If you believe that your password may have been lost, stolen, compromised, or otherwise disclosed, notify us at once by calling 1-855-660-5862.

### **13. Virus Protection**

The Bank is not responsible for any electronic virus that you may encounter online. You confirm that you have investigated our online Security Procedures and that you have instituted the proper controls for access to Online Banking through your computers, mobile devices, and terminals. You confirm that the security system and controls are commercially reasonable for your business and appropriate for your personal accounts. You agree that you are responsible for the performance and protection of any browser or operating system used in connection with Online Banking, including the prompt adoption of all security patches, installing, and maintaining up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. We encourage you to scan your computer, mobile devices, and removable storage routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware.

### **14. Electronic Mail (e-mail)**

E-mail sent via your own software may not be secure. You should not include confidential information, such as account numbers and balances, in normal Internet e-mail to the Bank. You agree to contact us electronically only by using the secure messaging capability in our Online Banking system.

You cannot use e-mail to initiate account transactions. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

### **15. Equipment, Software, and Internet Services**

You are responsible for maintaining equipment you will use to access Online Services including personal computers and mobile devices, and associated operating systems, browsers, virus protection, firewalls, and other software. You are responsible for establishing a connection to the Internet through an Internet service provider, wireless communication service provider, or other telecommunications provider.

Browser support is subject to change with little to no notice. We encourage you to configure your browser for automatic browser updates. Use the most recent browsers available for the most secure experience. If you try to log on with an unsupported browser, you will be redirected to download a new version of an acceptable browser.

Unauthorized modification of a mobile device operating system (also known as "jailbreaking") can cause security vulnerabilities, instability, and other issues. We strongly caution against installing any software that modifies a mobile operating system, and we may deny service for any mobile device that has installed any unauthorized software.

We are not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of your equipment. We are not responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of your software, hardware, or internet connection.

## **16. Alerts and Mobile Text Messages**

Online Services includes alerts and mobile text messaging capabilities. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address, or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

The alerts and text messages are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree that these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), wireless communication service provider, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the alerts and text services. The text service is only available to customers who have an enrolled account with us, and you may automatically receive certain alerts for enrolled accounts. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences.

## **17. Lost Phone Policy; Limited Liability; Interruption of Service**

In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

We provide the First Financial Bank Mobile Banking service "AS IS" and "AS AVAILABLE" and without warranty or guarantee. You acknowledge and agree that from time to time, the service may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control including, but not limited to, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used in conjunction with the Eligible Mobile Number you use to access the service, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. The Bank, its affiliates or a Licensor shall not be liable for any claim arising from or related to the First Financial Bank Mobile Banking service caused by or arising out of any such delay, interruption, disruption, or similar failure. In no event will the Bank or any affiliate, third party service providers or Licensor be liable for indirect, consequential, or special damages, including lost profits, arising from your use of the First Financial Bank Mobile Banking service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

### **18. Location Based Information**

If you use any location-based feature of any of the Online Services, you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the application or service. You may turn off location-based features at any time within your mobile device settings. If you wish to revoke access to such information, you must cease using location-based features of the application or service.

### **19. Statements / Unauthorized Transactions in Your Accounts**

All of your payments and funds transfers will appear on your monthly account statement(s). You must promptly examine your statements upon receipt. If you find that your records and ours disagree, you must immediately contact our Customer Service. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments).

### **20. Electronic Funds Transfer Disclosure Statement**

Some of the accounts to which you have household access through Online Services may be governed by the Electronic Funds Transfer Act (EFTA) and Regulation E ("Reg E"). In general, the EFTA and Reg E govern accounts established by a natural person primarily for personal, family, or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts.

Tell us AT ONCE if you believe your Codes (username and password) have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check.

Notifying us by telephone is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your username and password, you can lose no more than \$50 if someone used your username and password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your username and password, and we can prove we could have stopped someone from using your username and password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or provided electronically to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your username and password have been lost, stolen, or compromised, call our Online Customer Service.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

## **21. Online Customer Service**

If you need assistance or to notify us of an error or lost, stolen, or compromised access codes, call 1-855-660-5862. You may also communicate with us through Online Banking secure message or write to:

Customer Service - Online Banking Support  
First Financial Bank, N.A.  
P.O. Box 701  
Abilene, TX 79604

## **22. Termination and Changes in Terms**

The Bank reserves the right to terminate this Agreement and your access to Online Banking in whole or in part or to change the charges, fees or other terms described in this Agreement at any time without prior notice. When changes are made, we will notify you using one or more of the following:

- Electronic mail
- Physical mail at the address shown in our records Online Banking secure message



- Website content

The Bank reserves the rights to terminate and purge Online Services customers who have not accessed or utilized the service for an extended period of time. Should your access be terminated due to inactivity, you will be permitted to re-enroll. You may terminate this Agreement at any time by providing us with written notice or by calling us at 1-855-660-5862. This cancellation will become effective when we receive notice from you as provided above and apply only to Online Services and does not terminate any other agreements you may have with us.

### **23. Trial Version**

If you registered for a trial use of Online Services, you will have access to the Online Services for the specified period of the trial ("Trial Period") unless you terminate before the trial period ends. You must decide to purchase a license to the Online Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial Period. If you terminate before the Trial Period ends or do not purchase a license to the Online Services by the end of the Trial Period, you will not be able to access or retrieve any of the data or Content you added to or created with the Services during the trial.

### **24. Beta Features**

From time to time, we may include new or updated beta features in the Online Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature you may be unable to revert back to a prior non-beta version of the same or similar feature.

Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Features is at your sole risk.

### **25. Provider Services**

In connection with your use of and as part of the functionality of the Services, you may have access to certain online services or information that may be made available by your provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from your provider(s). The Services are designed to allow you to access Provider Services (if and to the extent provided by your provider(s)) to set up banking and other information, allow the Services to access your account(s), download transactions into the Services and otherwise aggregate information from your account(s) with your provider(s).

You acknowledge and agree that we have no control over the provision of Provider Services or provision of access to the Provider Services by your provider(s), do not guarantee that the Services will work with the Provider Services, and will have no liability whatsoever for any actions or inactions on the part of the provider(s) resulting in your inability to use the Services to access your accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

## **26. Limitation of Damages and Liability**

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "losses") caused by your use of online banking or the use of online banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Bank or one of its suppliers.

In addition, the Bank disclaims any responsibility for any electronic virus(s) you may encounter after installation of such software or use of Online Banking or the online services. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality, or security of any data while in transit via the internet, communication lines, postal system or ACH network. The Bank and its suppliers provide Online Services from their own sites and they make no representation or warranty that any information, material, or functions included in Online Services are appropriate for use by you in your jurisdiction. If you choose to use Online Services, you do so at your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Online Services or contained in any third-party sites linked to or from the Bank's website.

## **27. Indemnification**

You agree to indemnify, defend and hold harmless the Bank, its service providers, its affiliates, partners, officers, directors, employees, consultants, and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Online Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Accounts, of any intellectual property or other right of any person or entity. Losses arising out of the Online Services include, but are not limited to:

- You or your agent's negligence;
- You or your agent's failure to comply with applicable federal and state laws, rules, and regulations; or
- You or your agent's failure to comply with the terms of this Agreement.

## **28. Restrictions**

You may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the Online Services. You may not gain, or attempt to gain, access to any Online Services server, network, or data not specifically permitted to you by the Bank or its suppliers. You must not include any obscene, libelous, scandalous, or defamatory content in any communications with the Bank or its suppliers.

## **29. Assignment**

The Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

## **30. Integration**

This Agreement, including the Additional Terms below, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Bank.

## **31. Waiver**

The Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

## **32. Links to other Sites**

Information that the Bank publishes online may contain links to other sites and third parties may establish links to the Bank's site. The Bank makes no representations about any other website that you may access to, from, or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

## **33. Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control.

### **34. Miscellaneous**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

## **ADDENDUMS**

## **First Financial Bank Bill Pay Service Addendum**

This Bill Pay Service Addendum (“Bill Pay Agreement”) and the First Financial Bank Online and Mobile Banking Services Agreement (“Agreement”) contain the terms and conditions governing your use of the Bill Pay service (“Bill Pay Service”). If we make changes to this Addendum, we will update the Addendum on the website. We will notify you of changes following the procedures specified in the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum will control.

### **Online Bill Pay Terms and Conditions**

These are the terms and conditions specific to the Online Bill Pay Service (the “Bill Pay Service”) which may be accessed through First Financial Bank’s Online Banking, Mobile Banking, and other online and mobile-based financial services functions which are now available or may be available sometime in the future (“Online Services”). Customer may use the Bill Pay Service to direct Bank to make payments from Customer’s designated checking account (the “Designated Account”) to the Payees Customer chooses in accordance with these terms and conditions. By accepting these terms and conditions, Customer hereby authorizes Bank to debit Customer’s Designated Account for the Bill Pay Service fees stated below. These terms and conditions are in addition to, and all bill pay transactions are subject to, the Online Services Agreement, the Terms and Conditions of your Account (the “Deposit Account Agreement”) and any other account agreements, disclosures and other documents in effect from time to time governing Customer’s accounts (collectively incorporated and referenced herein as the “Agreement”).

As used in this Bill Pay Agreement, the terms:

“Customer” means the person or entity identified as the Customer in the Deposit Account Agreement and/or Online Services Agreement governing Customer’s accounts through which Customer utilizes the Bill Pay Service.

"Payee" means any person or entity Customer designates as a person to receive payments from Customer’s Designated Account and whom Bank accepts as a payee, including Bank.

“Bank” means First Financial Bank, N.A.

### **Bill Pay Service**

**Bill Pay Process.** Customer may pay any Payee within the United States (including U.S. territories and APO’s/AEO’s) using the Bill Pay Service. Bank reserves the right to refuse the designation of any Payee for any reason. Any Payee Customer wishes to pay through the Bill Pay Service must be paid in U.S. Dollars.

**Cut-Off Time.** The daily cut-off time to designate a payment for delivery using the Bill Pay Service is 2:00 p.m. Central Time. Bank reserves the right to change the cut-off time. Bank will give Customer notice of any changes to the cut-off time to designate a payment.

**Bill Pay Service Fees.** There is no monthly fee for the Bill Pay Service; however, there are fees associated with certain services offered through the Bill Pay Service. Below is a list of those fees:

### **Rush Payments**

- Check Payments, Next Business Day - **\$19.95** each
- Check Payments, Second Business Day - **\$14.95** each

### **Donations and Gift Payments**

- Donation Payments - \$1.99 each
- Gift Check - \$2.99 each

### **Inactivity Fee (after 12 months of inactivity)**

- An **inactivity charge of \$4.95 per month** will apply after 12 consecutive months of inactivity in all Online Banking Customers. To avoid this inactivity fee, Customer must process at least one bill pay in a 12-month period or cancel the Bill Pay Service prior to the 12<sup>th</sup> month where the Bill Pay Service has not been used.

Bank reserves the right to charge Customer for research time involving payments no longer available in Customer's screen history. There will be no charge for any item needed to correct any error made by Bank.

**Payment Processing and Delivery.** Customer may elect to send a bill payment from Customer's Designated Account as a single payment or on a recurring basis, electronically or by check via the mail. For each payment made through the Bill Pay Service, Customer will select a date for payment (the "Scheduled Payment Date"). The Scheduled Payment Date is only an estimate; therefore, Customer should allow ample time for payments to reach Payees, especially for payments to be sent as a check via the mail. Upon selecting a Scheduled Payment Date, the bill pay system will automatically calculate the date the bill payment will be processed by Bank for payment (the "Process Date"). For electronic bill payments, funds will be debited from Customer's Designated Account, or another account identified by Customer and approved by Bank on the Process Date. For bill payments made by check, a paper check will be sent by Bank to the Payee on the Process Date. In instances where the bill payment is sent by mailing a paper check, payment will not be debited from Customer's Designated Account until the check is presented to Bank for payment, which may occur earlier or later than the Scheduled Payment Date.

Customer understands that if a bill payment describes Payee inconsistently by name and account number, the bill payment shall occur on the basis of the account number identified by Customer, even if it identifies a person or entity different from the named Payee. Customer's obligation to pay the bill payment to Bank is not excused in such circumstances. In addition, Bank is not

responsible for and assumes no liability if bill payments cannot be made due to incomplete, incorrect, or outdated information. If Bank causes an incorrect amount of funds to be removed from Customer's Designated Account or causes funds from Customer's Designated Account to be directed in a manner that does not comply with Customer's payment instructions provided through the Bill Pay Service, then Customer's sole remedy against Bank is the return of the improperly transferred funds to Customer's Designated Account.

**Single Payments.** If Customer elects to pay a bill on a one-time basis, the single payment will be processed according to the Scheduled Payment Date selected by the Customer, provided that the payment is submitted prior to the daily cut-off time and the Scheduled Payment Date is still available in the Bill Pay system.

A single payment submitted after the daily cut-off time will result in the Scheduled Payment Date advancing to the next business day following the selected Scheduled Payment Date. If Customer designates a non-business day (generally weekends and certain holidays) as the Scheduled Payment Date, the payment will be scheduled on the first business day following the non-business day selected by Customer.

**Recurring Payments.** If Customer elects to make a bill payment on a recurring basis, the bill payment is automatically rescheduled by the Bill Pay system based upon Customer's selected frequency settings for the payment. Thus, the recurring Scheduled Payment Dates will be calculated for the next occurrence of the payment. If the calculated Scheduled Payment Date falls on a non-business day (generally weekends and certain holidays), it will be processed as follows:

- If Customer selects the recurring payment "**Pay Before**" option, the Scheduled Payment Date for each occurrence of the payment will be adjusted to the first business day prior to the calculated Scheduled Payment Date.
- If Customer selects the recurring payment "**Pay After**" option, the Scheduled Payment Date for the new occurrence of the payment will be adjusted to the first business day after the calculated Scheduled Payment Date.
- If Customer's frequency settings for the recurring payment specify the 29th, 30th, or 31st as the particular day of the month for a Scheduled Payment Date and that day does not exist in a month scheduled for recurrence of the calculated Scheduled Payment Date, then the last calendar day of that month will be used as the calculated Scheduled Payment Date.

**Stopping or Modifying a Bill Payment.** A bill payment can be changed or canceled any time prior to the cutoff time on the calculated Process Date. If the bill payment made via check has already been processed, Customer may call Bank and make a stop payment request. If the bill payment has not yet been received and cleared by Bank, Bank can place a stop hold on the bill payment for a specified fee. A copy of the canceled check can be requested for a nominal fee.



**Authorization to Charge Customer's Account(s).** Customer authorizes Bank to charge Customer's account(s) for any transactions accomplished through the Bill Pay Service, including the amount of any bill payment, and for any charges for the Bill Pay Service and/or stop payment request(s). Customer authorizes Bank to process bill payments according to the instructions that Bank receives if the instructions are received by Bank through the Bill Pay Service. Customer authorizes Bank to initiate any reversing entry or reversing file, and to debit Customer's accounts in order to correct any mistaken credit entry.

**Available Funds.** Customer agrees to have available funds on deposit in the Designated Account in amounts sufficient to pay for all bill payments requested as well as any other payment obligations Customer has to Bank. If a bill payment is not processed due to non-sufficient funds, Bank can, at its election, continue to check the bill payment account for available funds for up to two (2) business days, including the Scheduled Payment Date before canceling the scheduled payment. Bank reserves the right, without liability, to reject or reverse a bill payment if Customer fails to comply with the above requirements or any other terms of this Agreement. If Customer does not have sufficient funds in the Designated account and Bank has not exercised its right to reverse or reject a bill payment, Customer agrees to pay for such payment obligations on demand. Customer further agrees Bank, at its option, may charge any of Customer's accounts with Bank to cover such payment obligations. Bank is not liable for damages Customer incurs if Customer does not have sufficient funds in Customer's Designated Account to make the payment on the Process Date or on the Scheduled Payment Date.

**Security Procedures.** In addition to the security procedures set forth in the Online Services Agreement, the Deposit Account Agreement, and any account agreements, disclosures and other documents in effect from time to time governing Customer's accounts, Customer is responsible for (i) maintaining the confidentiality and security of Customer's mobile devices, third party mobile devices, computers, electronic devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by Customer to access the Bill Pay Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that Customer stores, transmits or uses in or with the Bill Pay Service (collectively, "Account Information"). Customer agrees not to supply Access Information to any unauthorized persons. If Customer believes Customer's Access Information or Account Information has been compromised or if someone has transferred or may transfer money from Customer's Designated Account(s) without Customer's permission, Customer must immediately notify Bank. Customer will be responsible for all electronic communications, email and other data ("Communications") entered using Access Information. Any Communications received through the use of Access Information will be deemed to be sent or authorized by Customer. Bank reserves the right to deny Customer access to the Bill Pay Service (or any part thereof) if Bank believes that any loss, theft or unauthorized use of Access Information or Account Information has occurred.

**Bank's Duties and Responsibilities.** Bank's duties and responsibilities are limited to those described in this Agreement, the Online Services Agreement, the Deposit Account Agreement, and any other agreements governing Customer's accounts. Bank will use commercially reasonable care in performing its responsibilities under this Agreement. Customer agrees to monitor Customer's account balances and charges, to promptly notify Bank if any periodic

statement conflicts with Customer's records, and to refrain from acting on information Customer has reason to believe is erroneous. Bank is not responsible for and assumes no liability if the Scheduled Payment Date is inaccurate due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, for any lack of care by a third-party provider utilized in the provision of the Bill Pay Service, or for any other circumstance that is beyond Bank's control. Bank is not responsible for and assumes no liability for any failure to make a bill payment if Customer fails to promptly notify Bank after Customer learns that Customer has not received credit from a Payee for a bill payment. In all instances, Bank's and, if the services of a third-party provider are utilized in the provision of the Bill Pay Service, any third party's sole liability to Customer shall be limited to the correction of any errors made. Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

**Indemnification and Liability; Third Party Claims. IN ADDITION TO ANY OTHER INDEMNIFICATIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, CUSTOMER HEREBY INDEMNIFIES BANK AND ITS PARENT, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARTNERS, AGENTS, INSURERS AND ATTORNEYS (EACH AN "INDEMNIFIED PARTY" AND, COLLECTIVELY, THE "INDEMNIFIED PARTIES") FOR, AND HOLDS EACH OF THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY NATURE OR KIND (INCLUDING THOSE BY THIRD PARTIES) ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, INCLUDING ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, LIABILITIES AND EXPENSES ARISING OUT OF, RELATED TO OR RESULTING FROM: (A) CUSTOMER'S (I) FAILURE TO REPORT REQUIRED CHANGES OR ERRORS,(II) TRANSMISSION OF INCORRECT DATA TO BANK OR (III) FAILURE TO MAINTAIN COMPLIANCE WITH THE THIS AGREEMENT, THE PROCEDURES, OR APPLICABLE LAWS, REGULATIONS, OR RULES, (B) (I) BANK'S PROVISION OF THE BILL PAY SERVICE, AND/OR (II)BANK'S ACTION OR INACTION IN ACCORDANCE WITH, OR IN RELIANCE UPON, ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY PERSON BANK REASONABLY BELIEVES TO BE CUSTOMER, (C) CUSTOMER'S BREACH OF ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OTHER AGREEMENTS OR RESPONSIBILITIES UNDER THIS AGREEMENT ANY OTHER AGREEMENT BETWEEN CUSTOMER AND BANK,**

**INCLUDING, BUT NOT LIMITED TO, DEPOSIT ACCOUNT AGREEMENT GOVERNING CUSTOMERS' ACCOUNTS, AND/OR (D) CUSTOMER'S BREACH OR VIOLATION OF ANY RULES, PROCEDURES, OR LAWS; PROVIDED, HOWEVER, CUSTOMER IS NOT OBLIGATED TO INDEMNIFY BANK FOR ANY DAMAGES SOLELY AND PROXIMATELY CAUSED BY BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**Assignment.** Customer may not assign this Agreement to any other party. Bank may assign this Agreement to any future, directly or indirectly, affiliated company. Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

**Amendment; Termination.** Bank may modify this Agreement at any time and from time to time in Bank's sole discretion and will notify Customer of any such amendment or modification in accordance with Bank's normal business practices. Customer should periodically review this Agreement carefully in order to make sure that Customer is aware of the most current terms and conditions for the use of the Bill Pay Service. Any use of the Bill Pay Service after any change to this Agreement, whether or not Customer has reviewed the amended Agreement, constitutes Customer's acceptance of the Agreement as changed.

Bank has the right to terminate these this Agreement at any time. Customer may terminate this Agreement by written notice to Bank, which will revoke Customer's rights to access or use the Bill Pay Service. Bank is not responsible for any payment made before Bank has a reasonable opportunity to process a request to terminate this Agreement. It is Customer's responsibility to cancel any payments that may be scheduled to process before Bank can act on a termination request. Customer remains obligated for any payments, fees, charges issued or incurred by Bank on Customer's behalf prior to termination.

# First Financial Bank Zelle® Transfer Service Addendum

This Zelle Transfer Service Addendum (“*Zelle* Agreement”) and the First Financial Bank Online and Mobile Banking Services Agreement (“*Agreement*”) contain the terms and conditions governing your use of the Zelle Transfer Service (the “*Zelle* Service”). If we make changes to this Addendum, we will update the Addendum on the website. We will notify you of changes following the procedures specified in the *Agreement*. In the event of any inconsistency between this Addendum and the *Agreement*, this Addendum will control.

## 1. Description of Zelle Transfer Service

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 “*Zelle* Service”). We will refer to financial institutions that have partnered with Zelle as “*Network Banks*.”

In this *Zelle* Agreement for consumer accounts, “*you*” and “*your*” refer to the Bank’s account holder who has enrolled an eligible account at the Bank in the *Zelle* Service. “*We*,” “*us*,” “*our*,” and “*the Bank*” refer to First Financial Bank, National Association. The terms in this *Zelle* Agreement is in addition to those described in your Bank account agreement and your online banking services agreement, which are incorporated by reference.

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.

THE *ZELLE* SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS YOU KNOW AND TRUST. YOU SHOULD NOT USE THE *ZELLE* SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT KNOW OR TRUST.

## 2. Eligibility and User Profile

When you enroll to use the *Zelle* Service or when you permit others to whom you have delegated to act on your behalf to use or access the *Zelle* Service, you agree to the terms and conditions of this *Zelle* 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 *Zelle* 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 *Zelle* Service to request money from anyone for any such payments. Any use of the *Zelle* Service in any way related to or

associated with criminal activity, violation of intellectual property rights, or the exploitation of any individual is prohibited.

The *Zelle* Service is intended for personal, not business or commercial use. You agree that you will not use the *Zelle* 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 *Zelle* 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 *Zelle* Service if we believe that you are using the *Zelle* Service for business or commercial purposes, or for any unlawful purpose.

**Content Standards:** You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the *Zelle* 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 *Zelle* 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 *Zelle* Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and *Zelle* make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the *Zelle* Service.

The *Zelle* 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 *Zelle* 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 *Zelle* 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 Zelle Service. We respect the intellectual property of others and require that users of the Zelle 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 Zelle Service that is subject to intellectual property rights claims.

The *Zelle* Service allows you to send or receive money using your consumer deposit account. We reserve the right to suspend or terminate your use of the *Zelle* Service if we believe that you are using the *Zelle* Service for any unlawful purpose.

### **3. Amendments to this Zelle Agreement**

Subject to applicable law, we may amend or change this *Zelle* Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by posting the updated terms on the First Financial Bank Mobile app or website at <https://ffin.com>. Please access and review this *Zelle* Agreement regularly. If you find the terms in this *Zelle* Agreement unacceptable to you at any time, promptly cancel your profile and enrollment in the *Zelle* Service. Your continued use of the *Zelle* Service after any amendment, modification, or change to the terms and conditions of this *Zelle* Agreement shall constitute your agreement and acceptance of such amendment, modification, or change.

### **4. Consent to Share Personal Information (Including Account Information)**

You agree that we may collect, transmit, store, and use certain information about you and your use of your Bank account in the *Zelle* Service. The Bank will use, share, and protect your personal information in accordance with the First Financial Bankshares Privacy Policy, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. Please review the policy found at <https://ffin.com>. You acknowledge that other third parties, such as Zelle, will have access to certain details of the transactions you make using the *Zelle* Service. You acknowledge that the Bank does not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not the First Financial Bankshares Privacy Policy.

### **5. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our First Financial Bankshares Privacy Policy at <https://www.ffin.com>, which is incorporated into and made a part of this *Zelle* Agreement by this reference.

You agree to take every precaution to safeguard and ensure the safety of your identity, accounts, transactions and confidential user access credentials and passwords when using online services including *Zelle* Service. You agree to never give your personal information, account information, or user access credentials and passwords to anyone you do not know, whose identity you cannot verify, and who is unauthorized to conduct transactions on your account(s). You should always,

if possible, use trustworthy wireless networks. If you give your personal information or user access credentials to someone and that person uses your information to access your account(s), you agree that such use will be deemed authorized, and you will be responsible for any and all online banking services including *Zelle* Service activities. You agree that you will also be liable for all transactions performed by such individual(s), as allowed by applicable law. The Bank reserves the right to rely upon the access of the *Zelle* Service, using the User access credentials you provide as legitimate. The Bank will never contact you and ask you to give us your account information, including usernames, personal identification numbers, and account numbers, over the phone, by email, or by text message. You agree not to disclose your personal information and account information to unknown persons through these or any other channels for any reason. You agree to remain vigilant for phishing and other fraudulent scams and to notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your accounts, or the Bank. If you fail to exercise reasonable care to protect your identity and safeguard your accounts, we will not be liable unless required by law. For added security, you agree to not leave your device unattended while logged into online banking services including *Zelle* Service, and you will log off immediately at the completion of each access. Please note that once you are logged into the online banking services including *Zelle* Service using your password, we will act on any instructions received by you. You are ultimately responsible for keeping your User access credentials and account information confidential. The Bank will not be liable for any damages or losses as a result of your failure to comply with the Agreement and *Zelle* Agreement.

## **6. 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 *Zelle* Service. By using the *Zelle* Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle*'s Privacy Policy at <https://www.zellepay.com/website-privacy-notice> for how it treats your data. You can review the Bank's Privacy Policy, if applicable, on our website at <https://ffin.com> to understand our commitment to maintaining your privacy, and how we use and disclosure your information.

## **7. Enrolling for the Zelle Service**

You must enroll to use the *Zelle* Service through your First Financial Bank Mobile app., 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 *Zelle* Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. During the enrollment process, the Bank will send you a one-time passcode, via email or text, based on your enrollment preference, in order to validate your identity.

Once enrolled, you may (a) authorize a debit of your account to send money to another User either

at your initiation or at the request of that User; and (b) 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."

If at any time while you are enrolled, you do not send or receive money using the *Zelle* 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 *Zelle* Service until you enroll again.

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*.

## **8. Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, *Zelle* tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, *Zelle* tag and/or other alias to send or receive money as described in this *Zelle* 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 *Zelle* 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:

- 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 online banking services agreement for details or applicable fees.
- You will immediately notify the Bank if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either the Bank or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from the Bank or *Zelle*, including messages that you may send through the Bank or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- To cancel text messaging from the Bank, send STOP to 53608. For help or information regarding text messaging, send HELP to 53608 or contact our customer service at 1-855-



660-5862 or 325-627-7200. You expressly consent to receipt of a text message to confirm your “STOP” request.

- Supported Carriers: All Major Providers.

## **9. 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 *Zelle* Service, you have no ability to stop the transfer. By using the *Zelle* Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network 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 *Zelle* Agreement and the procedures of the business or government agency that is sending you the payment.

## **10. 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 *Zelle* Service by you shall at all times be subject to (i) this *Zelle* Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the *Zelle* Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network 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.

## **11. 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 Zelle Service.

THE *ZELLE* SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU KNOW AND 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 *ZELLE* 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).

YOU AGREE THAT YOU, NOT THE BANK OR *ZELLE*, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE *ZELLE* SERVICE.

## **12. Send Limits**

Your daily and monthly Zelle limits are disclosed in the Zelle user experience in your First Financial Bank Mobile app. The Bank reserves the right to change from time to time the dollar amount of the transfers you are permitted to make using the *Zelle* Service. Without limiting the foregoing, in the event that your use of the *Zelle* Service has been suspended and reinstated as provided in this *Zelle* Agreement, you understand and agree that your use of the *Zelle* Service thereafter may be subject to different limitations on the dollar amount of the transfers you may make than would otherwise be permitted by us.

## **13. 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 *Zelle* Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the *Zelle* 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 the Bank, *Zelle*, and Network Banks and any owners, directors, officers, agents, employees, and representatives of the Bank, *Zelle*, or 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.

#### **14. Transaction Errors**

If you have a question about a transfer you received or expected to receive, then you should contact the sender and attempt to resolve the issue. You understand that the Bank must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you to submit transfer instructions on your behalf. You understand that *Zelle* or other Network Banks receiving the transfer instructions may rely on such information. The Bank, *Zelle*, or other Network Banks are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide the Bank with incorrect information or if there is any error in your instruction, you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of your provision or use of untrue, inaccurate, not current, or incomplete information.

#### **15. Your Liability for Unauthorized Transfers**

Tell the Bank at once if you believe that your First Financial Bank Mobile app password has been stolen or a transfer has been made without your permission. Calling us is the best way of limiting your potential risk. You could lose all the money in your account at the Bank, plus your maximum overdraft line of credit or the balance in any other account connected to your enrolled account for overdraft protection. In case of errors or questions about transactions made using the *Zelle* Service through the Bank, promptly call the Bank at 1-855-660-5862.

Please refer to the Agreement for more information.

## **16. Liability for Failure to Complete Transfers**

If the Bank or Zelle does not complete a transfer to or from your enrolled account at the Bank within the timeframes as described in this Zelle Agreement, or in the correct amount, in accordance with the terms of this Zelle Agreement, we will be liable to you for your direct losses and damages. However, neither the Bank nor Zelle will be liable in the following circumstances:

- If, through no fault of the Bank or Zelle, the sender does not properly complete the transfer to your enrolled account at the Bank
- If, through no fault of the Bank or Zelle, you do not have enough money in your account at the Bank to make the transfer
- If, through no fault of the Bank or Zelle, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions to enroll with Zelle
- If the Zelle Service or First Financial Bank Mobile app was not working properly and you knew about the malfunction when you initiated the transfer
- If circumstances beyond the Bank's or Zelle's control (such as but not limited to, fire, flood, war, insurrection, or act of God) prevent the transfer, in spite of reasonable precautions that the Bank or Zelle have taken
- If the Bank has reason to suspect that the transaction is unauthorized, or the Bank has placed restrictions on the use of the Zelle Service or your enrolled the Bank account for security reasons
- If the funds in your account at the Bank are frozen (for example, because of a court order) and the Bank is not legally permitted to complete the transfer
- If you have failed to use the Zelle Service, First Financial Bank Mobile app or your enrolled account at the Bank in accordance with our instructions
- 

There may be other instances, either stated in this *Zelle* Agreement or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your enrolled account at the Bank using the *Zelle* Service on time or in the correct amount.

## **17. Fees**

While we do not currently impose fees for using the *Zelle* Service, we reserve the right to charge a fee for the use of the *Zelle* Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of the *Zelle* Service. Your enrolled account at the Bank is subject to fees and charges as outlined in the schedule of service charges and fees in your Bank account agreement. Your internet service provider and/or wireless carrier may impose charges for their services, including data usage or text messaging. You may incur overdraft fees if your account becomes overdrawn because you use the *Zelle* Service. Please see your Bank account agreement for more information on understanding and avoiding overdraft fees on the Bank's website at <https://ffin.com/>.

## **18. Modification or Cancellation of the Zelle Service; Right to Terminate Access**

You may cancel your use of the *Zelle* Service at any time by notifying the Bank of your intent to cancel by calling us at 1-855-660-5862. Canceling your use of the *Zelle* Service means that you

will no longer be eligible to send or receive money. At the time you instruct us to cancel your use of the *Zelle* Service, any transfers in process using the *Zelle* Service will be completed to or from your enrolled account at the Bank, but no new transfers will be initiated to or from your enrolled account at the Bank through the *Zelle* Service.

We may modify or discontinue the *Zelle* Service or your use of some or all accounts within the *Zelle* Service, with or without notice except as required by law, without liability to you, or any other User or any third-party. We may from time to time make available additional or new features to the *Zelle* Service. Your use of such additional features may require approval by the Bank, at our sole discretion, and additional terms and conditions may apply.

We reserve the right, subject to applicable law, to terminate or suspend the *Zelle* Service and your right to use the *Zelle* Service, in whole or in part, 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 terms of these terms of use or the rights of the Bank and/or *Zelle*, or if you provide us with false or misleading information or interfere with other Users or the administration of the *Zelle* Service.

The *Zelle* Service may not be available at all times. In the event that the Bank at any time incurs a problem with your use of the *Zelle* Service, including without limitation a failure in attempting to debit your eligible account at the Bank or to collect with respect to any of your transfers using the *Zelle* Service, and without limiting any other right or remedy that the Bank may have under these terms of use or otherwise, the Bank reserves the right to suspend or terminate a transfer or your right to use the *Zelle* Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for the Bank to take in order to protect the Bank from loss. In the event of such a suspension, you may request reinstatement of your use of the *Zelle* Service by contacting the Bank using any of the methods provided for within these terms of use. In the event that your *Zelle* Service is terminated, you understand that you may not request reinstatement of your use of the *Zelle* Service. The Bank reserves the right in its sole discretion to grant or deny reinstatement of your use of the *Zelle* Service. In the event the Bank agrees to reinstate your use of the *Zelle* Service, the Bank reserves the right to initially reinstate your use of the *Zelle* Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the *Zelle* Service. Based upon your subsequent usage of the *Zelle* Service, the Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect.

## **19. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, THE BANK AND *ZELLE* MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE *ZELLE* SERVICE. THE BANK AND *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 *ZELLE* SERVICE DESCRIBED OR PROVIDED. THE BANK AND *ZELLE* DO NOT

WARRANT THAT THE *ZELLE* SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE *ZELLE* SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

## **20. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL THE BANK, *ZELLE*, THE NETWORK BANKS, OR ANY OF THE OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES OF THE BANK, *ZELLE* OR THE 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 *ZELLE* SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE *ZELLE* SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE *ZELLE* SERVICES DESCRIBED OR PROVIDED, EVEN IF THE BANK, *ZELLE* OR ANY OF THE NETWORK BANKS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE *ZELLE* SERVICE OR WITH THE TERMS OF THIS *ZELLE* AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE *ZELLE* SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE BANK, *ZELLE*, THE NETWORK BANKS, OR ANY OF THE OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES OF THE BANK, *ZELLE* OR THE NETWORK BANKS, IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **21. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the *Zelle* Service, and except as otherwise provided in this *Zelle* Agreement, you agree to indemnify, defend and hold harmless the Bank, *Zelle*, the Network Banks and all of the owners, directors, officers, agents, employees, and representatives of the Bank, *Zelle*, and the 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 *Zelle* Service, or any violation by you of the terms of this *Zelle* Agreement.

## **22. Governing Law; Choice of Law; Severability**

The provisions of this *Zelle* Agreement will be governed by federal law and, to the extent that state law applies, the laws of the State of Texas that apply to the account agreement governing your Bank account. If a court decides not to enforce a part of this *Zelle* Agreement, this *Zelle*

Agreement will then read as if the unenforceable or invalid part were not there. All provisions in this *Zelle* Agreement are subject to any restrictions under applicable law.

### **23. Miscellaneous**

Subject to the terms of this *Zelle* Agreement, the *Zelle* Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the Bank's or *Zelle*'s control. You may contact a customer service representative of the Bank by calling 1-855-660-5862 between the hours listed on our website at <https://ffin.com>.

# **Mobile Deposit Terms and Conditions Addendum**

This Mobile Deposit Terms and Conditions Addendum (“Mobile Deposit Agreement”) and the First Financial Bank Online and Mobile Banking Services Agreement (“Agreement”) contain the terms and conditions governing your use of the Mobile Deposit Integrated feature of Mobile Banking (the “Deposit Service”). If we make changes to this Addendum, we will update the Addendum on the website. We will notify you of changes following the procedures specified in the Agreement. In the event of any inconsistency between this Addendum and the Agreement, this Addendum will control.

## **1. Deposit Service**

The Deposit Service allows customers to make deposits to eligible checking, savings or money market accounts with the Bank using a camera-enabled mobile device (each such deposit a “Mobile Deposit” and collectively “Mobile Deposits”). The mobile device must capture an image of the front and back of each check to be deposited, including the magnetic ink character recognition line on each check, the back of the check must be endorsed, and must provide such other information as required by the Mobile Deposit Agreement, the Terms and Conditions of Your Account (“Deposit Account Agreement”) as it relates to your checking, savings, or money market account with Bank, and applicable law.

## **2. Deposit Limits**

The standard amount you may deposit into a consumer account through the Deposit Service is \$2,500 per day and \$10,000 per month. If you are a new Deposit Service user, your limit is \$1,000 per day and \$2,500 per month until you are in good standing for 60 days. The standard amount Business Customers may deposit through the Deposit Service is \$10,000 per day. The Bank may approve higher limits. If you attempt to initiate a Mobile Deposit over this limit, the Bank will reject the deposit. Higher limits may be available to you at the Bank’s discretion, subject to revocation at any time by Bank, for any or no reason, without notice (in which case the standard deposit limit will be applied).

## **3. Fees for Mobile Deposit Integrated**

For business accounts, a fee of up to \$1.00 per deposit will be charged on the 15th or next business day in which the Bank is open of the month following the deposit. Customer authorizes the Bank to deduct any such fees from any account Customer holds with Bank.

## **4. Availability of Funds**

An Image transmitted to the Bank through the Deposit Service that is received and accepted by the Bank before 8:00 p.m. Central Time on a Business Day in which the Bank is open, will be considered the day of deposit of the check, subject to other terms and conditions herein. Funds deposited using the Deposit Service will generally be made available the next Business Day after the day of deposit. The Bank may delay the availability of your funds at its discretion in accordance with the Bank’s policies and procedures.



## **5. Endorsement and Mobile Deposit Procedures (“Procedures”)**

You agree to restrictively endorse any check transmitted through the Deposit Service as follows: sign the back of the check with your name or “endorsed as drawn” and the words “For Mobile Deposit Only” or as otherwise instructed by the Bank. You agree to follow all other procedures and instructions for use of the Deposit Service as the Bank may establish from time to time.

You shall scan the front and back of each check to be deposited and thereby capture the Image of the front and back of each check and any other required data from each check and transmit the Images to be deposited and all other required data and information from or pertaining to such checks to the Bank in accordance with the Procedures. To ensure accuracy, you shall key the amount of each check prior to transmitting the check using the Deposit Service in accordance with the Procedures. You may deposit multiple checks using the Deposit Service to the Bank or Processor in a single day, not to exceed the deposit limits discussed in this Mobile Deposit Agreement.

The Bank reserves the right to amend the Procedures, with or without prior notice to you. You agree to comply at all times with the Bank’s Secure Login procedures established for online account access and to safeguard the confidentiality and security of the Security Procedures and all other proprietary property or information the Bank provides to you in connection with the Deposit Service and to notify the Bank immediately if you have any reason to believe the security or confidentiality required by this Mobile Deposit Agreement has been or may have been breached. You acknowledge, understand, and agree the Security Procedures are not designed for the detection of errors. The Bank is not, and will not be, obligated to detect errors by you or others, regardless of actions the Bank takes from time to time to do so.

## **6. Eligible Items**

You agree to scan and deposit only checks as the term “check” is defined in Federal Reserve Regulation CC. You further agrees that the image of the check (“Image”) that is transmitted to the Bank shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. When the Image is converted to an Image Replacement Document for subsequent presentment and collection, it shall be deemed an item within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree to not capture images of any of the following types of checks which shall be considered ineligible items:

- a) Checks payable to any person or entity other than the person or entity that owns the account in which the check is being deposited.
- b) Checks containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or are otherwise not authorized by the owner of the account on which the check is drawn.
- c) Checks payable jointly payable jointly not in the alternative, unless deposited into an account

in the name of all payees.

- d) Checks drawn on a foreign bank and/or that are not payable in United States currency.
- e) Checks that are undated, post-dated, or are dated more than 6 months prior to the date of deposit.
- f) Checks with any endorsement on the back other than that permitted in this Mobile Deposit Agreement.
- g) Checks that have previously been deposited by any remote capture or physical delivery at Bank or any other financial institution.
- h) Checks that have previously been returned unpaid for any reason.
- i) Checks or items previously converted to a substitute check, as defined in Reg. CC or are “image replacement documents” that purport to be substitute checks.
- j) Checks or items that are remotely created checks, as defined in Reg. CC.
- k) Checks or items payable on sight or payable through Drafts, as defined in Reg. CC.
- l) Checks or items that are drawn or otherwise issued by the U. S. Treasury Department.
- m) Money Orders or Postal Money Orders.
- n) Travelers Checks.
- o) Checks or items that require authorized verification codes.
- p) Checks that are prohibited by the Bank’s current procedures relating to the Deposit Service, or which are otherwise not acceptable under the Deposit Account Agreement relating to your checking, savings or money market accounts, or as the Bank may otherwise determine in its sole discretion.

The Bank may in its sole discretion, and without liability to you, refuse any check for any or no reason, or elect to take the check on a collection basis only. The Bank reserves the right to charge back to your account, at any time, for any item that Bank subsequently determines was an ineligible item. Bank is not liable for any loss, costs, or fees you may incur as a result of a chargeback of an ineligible item. **IF YOU DEPOSIT AN INELIGIBLE ITEM, YOU AGREE TO INDEMNIFY AND REIMBURSE THE BANK FOR, AND HOLD THE BANK HARMLESS FROM AND AGAINST, ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) THE BANK MAY INCUR ASSOCIATED WITH ANY WARRANTY, PRESENTMENT, INDEMNITY OR OTHER CLAIM RELATED THERE TO. YOU AGREE AND GRANT THE BANK THE RIGHT TO SETOFF IN YOU ACCOUNTS HELD AT THE BANK TO COVER SUCH**

## **OBLIGATIONS UNDER THIS MOBILE DEPOSIT AGREEMENT.**

### **7. Image Quality**

The Images of checks transmitted to the Bank using the Deposit Service must be legible, as determined in the sole discretion of the Bank. Each Image of each check shall also comply with any other requirements established from time to time by the Bank and shall meet all standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. Without limiting the foregoing, each Image of each check must be of such quality that the following information can be clearly read and understood by sight review of such Image:

- The amount of the check;
- The payee of the check;
- The information identifying the drawer of the check, including the signature of the drawer of the check;
- The date of the check;
- The check number;
- All information identifying the paying bank that is preprinted on the check, including the MICR line; and
- All other information placed on the check prior to the time an Image of the check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the check.

The Bank shall not be liable to you for failure to process or improperly processing any item for which you have not provided an accurate and legible Image, and the Bank reserves the right to reject any such deposit in its sole discretion.

### **8. Receipt of Mobile Deposit and Notification**

You agree that you shall be solely liable for, and the Bank shall not have any liability whatsoever to you for any Mobile Deposit or the Images, or other information contained therein that are not received by Bank, or for the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that the Bank has no obligation to accept a Mobile Deposit and, therefore, the Bank reserves the right to reject any Mobile Deposit, or the Images or other information contained therein, at its discretion, without liability to you. The Bank has no obligation to notify you of the rejection of a Mobile Deposit or the Images or other information contained therein and shall have no liability to you for failing to do so. You agree to accept an electronic notification or mail regarding the status of your Mobile Deposits, or the Images or other information contained therein, including any notification of holds placed on a Mobile Deposit or item or any Image contained therein.

A Mobile Deposit is considered received by the Bank when a complete copy of the Image of the check has been written on a Bank electronic storage device in conformity with the Bank's technical and operational requirements. For purposes of determining when a check has been delivered and received, the Bank's records shall be determinative. Upon receipt of a Mobile Deposit, the Bank

will send an electronic notification or mail confirming that it received the Mobile Deposit. Your receipt of such confirmation does not mean the transmission was error free, complete or will be considered for deposit and credited to your account.

Upon receipt of a Mobile Deposit transmitted by you, the Bank may examine such Mobile Deposit and the Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If the Bank determines that you have not complied with this Agreement or followed the Procedures, or if errors exist in the Mobile Deposit presented to the Bank, the Bank, in its sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected check (a "Corrected Mobile Deposit"). The Bank may, at its sole election, credit your account for the full amount of the deposit based on the information provided by you in transmitting the Mobile Deposit to the Bank, and subsequently make any necessary adjustments to your account to correct the error. The Bank may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent checks, and, in its sole discretion, the Bank may reject any such Mobile Deposit, or the Images or other information contained therein. If after examination of a Mobile Deposit and the Images and other information contained therein, the Bank determines that you complied with this Agreement and processed and transmitted the Mobile Deposit in accordance with this Agreement and the Procedures, the Bank shall accept the Mobile Deposit for deposit to your account. Notwithstanding the fact that the Bank accepts a Mobile Deposit for processing, any credit made to your account shall be provisional, and you shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the Bank.

## **9. Keeping and Destroying Checks After Imaging**

Upon receipt of a confirmation from the Bank that the Bank received an Image you transmitted, you agree to retain the Mobile Deposit check for no fewer than 14 calendar days and no more than 30 calendar days from the date of the Image transmission to the Bank. After 30 days, you must destroy the Mobile Deposit check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain the check, you agrees to (1) promptly provide the check to the Bank upon request, (2) keep the check secure against loss, theft, misplacement, and (3) not intentionally or accidentally redeposit, transfer, or present the check to the Bank or any other financial institution.

## **10. Security Procedures**

Security of Mobile Device used to Access Customer's Account Information. You are responsible for (i) maintaining the confidentiality and security of your mobile devices, third party mobile devices, access number(s), password(s), security question(s), and answer(s), account number (s), login information, and any other security or access information, used by you to access the Deposit Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit, or use in or with the Deposit Service (collectively, "Account Information"). You agree not to supply Access Information to any unauthorized persons. You will be responsible for all electronic communications, including Image transmissions, email, and other data ("Communications") entered using the Access Information.

Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify the Bank if you become aware of any loss, theft, or unauthorized use of any Access Information, including your mobile device(s). The Bank reserves the right to deny you access to the Deposit Service (or any part thereof) if the Bank believes that any loss, theft, or unauthorized use of Access Information has occurred.

## **11. Laws, Rules, and Regulations**

You agree to comply with all existing and future operating procedures used by the Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization (“ECCHO”) and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These procedures, rules, and regulations (collectively the “Rules”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

## **12. Termination**

The Bank may suspend or terminate your use of the Deposit Service at any time without cause, but your prior representations, warranties, and obligations shall remain in full force and effect and shall survive termination of this Agreement. Failure to use the Deposit Service for one (1) year will result in the removal of the Deposit Service and you will have to reapply for the Deposit Service.

## **13. Errors of Checks Deposited**

You agree to notify the Bank of any suspected errors regarding Checks deposited through the Deposit Service right away, and in no event later than thirty (30) days after the applicable Bank account statement is sent. Unless you notify the Bank within thirty (30) days of any alleged error, such statement regarding all Mobile Deposits made through the Deposit Service shall be deemed correct, and you will be prohibited from bringing a claim against the Bank for such alleged error.

## **14. Update Notice**

You shall provide written notice to the Bank of any changes to the information previously provided by you to the Bank. Such notice must be received by the Bank within five (5) business days of the change. You shall provide any additional information requested by the Bank within five (5) days of such request. The Bank retains the right to: (i) review your checks, Mobile Deposits, and activities from time to time and (ii) reprice or terminate the Deposit Service based on changes to information previously provided to the Bank.

## **15. Bank’s Duties and Responsibilities**

The Bank's duties and responsibilities are limited to those described in this Mobile Deposit

Agreement, the Deposit Account Agreement, and any other agreements governing your accounts. The Bank will use commercially reasonable care in performing its responsibilities under this Mobile Deposit Agreement. You agree to monitor your account balances and charges, to promptly notify the Bank if any periodic statement conflicts with your records, and to refrain from acting on information you have reason to believe is erroneous. In all instances, the Bank's and, if the services of a third-party provider are utilized in the provision of the Deposit Service, such third party's sole liability to you shall be limited to the correction of any errors made. The Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and the Bank or the Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than the Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond the Bank's control or other conditions or circumstances not wholly controlled by the Bank, which would prohibit, retard or otherwise affect the Bank's complete or partial performance under this Mobile Deposit Agreement.

## **16. Internet Disclaimer**

The Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from the Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). The Bank cannot guarantee that such events will not occur. Accordingly, the Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event, shall the Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or the Bank's ability or inability to connect to the Internet.

## **17. Contingency Plan**

You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to the Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will deposit the original Checks in a manner consistent with other methods for making deposits provided by the Bank (such as in transport the originals of all Checks to the closest office of the Bank or deposit-taking ATM and deposit original Checks with the Bank or in the ATM, or mail the Checks to the Bank) until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that the Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Deposit Service. The deposit of original Checks at an office of the Bank or in an ATM shall be governed by the terms and conditions of the Deposit Account Agreement and not by the

terms of this Mobile Deposit Agreement.

## **18. Financial information**

For business Customers only, the Bank may from time-to-time request information from Customer in order to evaluate a continuation of the Deposit Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement or the Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that Customer's credit risk is unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Deposit Service according to the provisions hereof.

## **19. Customer Representations and Warranties**

In addition to any other warranties contained in this Mobile Deposit Agreement, while using the Deposit Service, you are deemed to have made all representations and warranties applicable to you had you deposited the check with the Bank by other means. Further, you warrant to the Bank that for each check or item deposited, presented, and/or transmitted using the Deposit Service:

- a. You will comply with this Mobile Deposit Agreement and all applicable rules, laws and regulations.
- b. This Mobile Deposit Agreement is valid and enforceable against you in accordance with its terms, and the entry into, and performance of this Mobile Deposit Agreement by you does not violate any law, or conflict with any other agreement, to which you are subject.
- c. You will only deposit checks that are authorized by this Mobile Deposit Agreement, the Procedures and the Deposit Account Agreement governing your account.
- d. You will not (i) create duplicate Images of checks, (ii) transmit a duplicate Image of a check to the Bank, or (iii) deposit or otherwise negotiate the original of any check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which you created an Image or a duplication (whether paper or electronic, including ACH entries) of an original check.
- e. Each Image transmitted to the Bank contains an accurate representation of the front and the back of each check and complies with the requirements of this Mobile Deposit Agreement.
- f. All data and other information provided to the Bank, including, but not limited to, data contained in the MICR line of each check is complete, true and accurate and complies with the requirements of this Mobile Deposit Agreement.

- g. You are not aware of any factor which may impair the collectability of any check presented to the Bank.
- h. You will destroy Mobile Deposit items in accordance with this Mobile Deposit Agreement, and will not redeposit or re-present any original item;
- i. All Checks and customers' transactions are, and will be, bona fide. All signatures on checks are and will be authentic and authorized.
- j. You will not redeposit through this Deposit Service any item previously deposited and returned to you unless the Bank advises you otherwise.
- k. You will only transmit item(s) drawn on or payable at or through banks located within the United States.

## **20. Cooperation with Investigation**

You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmission, and resolution of client claims, including by providing, upon request and without further cost, any originals or copies of checks deposited through the Deposit Service in your possession and your records relating to such checks, Mobile Deposits, and transmissions.

## **21. Indemnification and Liability; Third Party Claims**

**IN ADDITION TO ANY OTHER INDEMNIFICATIONS CONTAINED ELSEWHERE IN THIS MOBILE DEPOSIT AGREEMENT, YOU HEREBY INDEMNIFY THE BANK AND ITS PARENT, SUBSIDIARIES, AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARTNERS, AGENTS, INSURERS, AND ATTORNEYS (EACH AN "INDEMNIFIED PARTY" AND, COLLECTIVELY, THE "INDEMNIFIED PARTIES") FOR, AND HOLDS EACH OF THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY NATURE OR KIND (INCLUDING THOSE BY THIRD PARTIES) ARISING OUT OF, OR RELATED TO, THIS MOBILE DEPOSIT AGREEMENT, INCLUDING ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, LIABILITIES AND EXPENSES ARISING OUT OF, RELATED TO OR RESULTING FROM: (A) YOUR (I) FAILURE TO REPORT REQUIRED CHANGES OR ERRORS, (II) TRANSMISSION OF INCORRECT DATA TO THE BANK OR (III) FAILURE TO MAINTAIN COMPLIANCE WITH THE THIS MOBILE DEPOSIT AGREEMENT, THE PROCEDURES, OR APPLICABLE LAWS, REGULATIONS, OR RULES, (B) (I) THE BANK'S PROVISION OF THE DEPOSIT SERVICE, AND/OR (II) THE BANK'S ACTION OR INACTION IN ACCORDANCE WITH, OR IN RELIANCE UPON, ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY PERSON THE BANK REASONABLY BELIEVES TO BE YOU, (C) YOUR BREACH OF ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OTHER AGREEMENTS OR RESPONSIBILITIES UNDER THIS MOBILE DEPOSIT**



**AGREEMENT ANY OTHER AGREEMENT BETWEEN YOU AND THE BANK, INCLUDING, BUT NOT LIMITED TO, DEPOSIT ACCOUNT AGREEMENT GOVERNING YOUR ACCOUNTS. AND/OR (D) YOUR BREACH OR VIOLATION OF ANY RULES; PROVIDED, HOWEVER, YOU ARE NOT OBLIGATED TO INDEMNIFY THE BANK FOR ANY DAMAGES SOLELY AND PROXIMATELY CAUSED BY THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS MOBILE DEPOSIT AGREEMENT.**