
Zelle Network® Standard Terms & Agreement

1. Description of Services

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

2. Eligibility and User Profile

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

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. CSB reserves the right to decline your enrollment if CSB believes that you are enrolling to use the Service with your business account or to receive business or commercial payments. CSB further reserves the right to suspend or terminate your use of the Service if CSB believes that you are using the Service for business or commercial purposes, or for any unlawful purpose.

CSB reserves the right to amend these terms and conditions at any time. You will be provided with the amended terms upon signing into *Zelle*, and should you continue to use *Zelle*, shall be deemed to have accepted them.

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

In agreeing to use the Zelle Network, you hereby consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Financial Institutions and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

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

4. Privacy and Information Security

CSB makes security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.citizenssb.com/assets/files/EvvSiGtu>, which the Citizens Savings Bank Privacy Policy is incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

CSB or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to CSB or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle*'s Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data.

6. Enrolling for the Service

- a. You must provide CSB with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

7. Consent to Emails and Automated Text Messages

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify CSB if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either CSB or *Zelle* or that CSB 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 CSB sends or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from CSB or *Zelle*, including messages that you may send through CSB or through *Zelle* or that CSB may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from CSB, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at (985) 735-6555. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: Most major carriers are supported. Limitations may apply.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize CSB 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, CSB, *Zelle* and the other Network Banks, CSB may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. CSB may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If CSB delays or blocks a payment that you have initiated through a request for money, CSB will notify you in accordance with your User preferences (i.e. email, push notification).

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

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for CSB 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. 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, CSB, *Zelle* and the other Network Banks, CSB 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 CSB delays or blocks a payment that you have initiated, CSB will notify you in accordance with your User preferences (i.e. email, push notification).

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

10. Liability

Neither CSB nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of CSB or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither CSB nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR

SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU AGREE THAT YOU, NOT CSB 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 SERVICE.

11. Send Limits

There are limits on the amount of money you can send or receive using *Zelle*. To alter the initial limits you must make a request by contacting CSB at (985) 735-6555. Limits may be adjusted from time to time at our sole discretion.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither CSB 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 CSB or *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, CSB may decide or *Zelle* may decide, in our sole discretion, that CSB will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by CSB or by *Zelle*. Neither CSB 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.

CSB reserves the right, but assumes no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if CSB deems such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors

In using *Zelle*, you are requesting that CSB or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Request cannot be completed for any reason associated with your Eligible Transaction Account (*for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Request would exceed the overdraft protection limit, if any, of your Eligible Transaction Account, to cover the payment*), the Payment Request may or may not be completed. In some instances, you will receive a return notice from CSB or our Service Provider.

14. Your Liability for Unauthorized Transfers

If you permit other persons to use the Service or your Password, you are responsible for any transactions they authorize from your accounts.

If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify CSB AT ONCE, by calling (985) 735-6555.

You are responsible for all transfers that are authorized using your Password to access the *Zelle* Service with CSB. If you permit other persons to use the Service or your Password, you are responsible for any and all transactions they authorize.

15. Liability for Failure to Complete Transfers

If CSB does not complete a transfer you send from your consumer deposit account in the correct amount or according to our agreement with you, CSB will be liable for those damages as the law imposes in such cases. However, there are some exceptions.

CSB will not be liable, for example:

(A) If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.

(B) The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.

(C) Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.

(D) If you have not provided CSB with complete and correct transfer information, including without limitation the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.

(E) If the intended recipient of a transfer is not registered with the Service or the person-to-person transfer service of Zelle or a Network Bank.

The list of examples set out in this paragraph is meant to illustrate circumstances under which CSB would not be liable for failing to make a transfer and is not intended to list all of the circumstances where CSB would not be liable.

16. Fees

Fees will not be charged for the use of the Zelle Payment Service. However, fees associated with your Eligible Transaction Account will continue to apply, for example NSF or overdraft charges.

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

You agree to access this website and/or mobile app in compliance with our Online Banking Disclosure which is available at

<https://www.citizenssb.com/assets/files/6Dn0MUOV/2015/11/02/Online%20Banking%20Disclosure.pdf>

and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

You may cancel services at any time by contacting support at (985) 735-6555. Any payment(s) that have begun processing before the requested cancellation date will be processed by CSB.

19. Right to Terminate Access

CSB may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which CSB may deem to be illegal or potentially brand damaging. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your Funding Account is not in good standing, that account will not be eligible to be used in Zelle transactions. CSB may determine other eligibility criteria in our sole discretion. CSB also reserves the right to terminate or suspend our participation with the Zelle network or with a particular financial institution at any time.

20. Disclaimer of Warranties

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

SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

22. Indemnification

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

23. Governing Law; Choice of Law; Severability

This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the state that is specified in your Deposit Account Agreement for governing your Eligible Transaction Account. Any action between you and CSB shall be subject to the jurisdiction and venue provisions of that Deposit Account Agreement which are hereby incorporated into this Agreement.

24. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.