

## DEFINITIONS.

- 1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to *Financial Institution Name*, the financial institution.
- 1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer and commercial deposit accounts, such as *Checking/Share Draft*, Savings, NOW, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate and each account must permit withdrawal by a single signer.
- 1.3 "Login Credentials" refers to username and password that must be used to securely access your account information.
- 1.4 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure (*and Agreement*), Privacy Disclosure, Substitute Check Policy Disclosure, as well as any Schedule of Fees.
- 1.5 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: Monday through Friday 9:00 am to 6:00 pm ET.
- 1.6 "Check Image" refers to the digital image of any *check/share draft* you transmit to us using Remote Deposit Capture.
- 1.7 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
- 1.8 "Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check. *The term check is also defined as a share draft.*
- 1.9 "Original Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
- 1.10 "Substitute Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: a paper reproduction of an original check that – (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.
- 1.11 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.
- 1.12 "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

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

In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an internet connection speed of Cable, DSL, T1 or higher, Microsoft Internet Explorer® Version 11.0 or higher (for Windows), Mozilla Firefox® Version 57 64-Bit or higher (for Windows) or Apple Safari® Version 10.0 or higher (for Mac OS). Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Financial Institution shall have no responsibility for failures, interruption, or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. We may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Product Schedule at our sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. If you decide not to maintain such hardware and software, you may cancel Online Services at any time.

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

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

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

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

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

**EFFECTIVE TIMING OF TRANSACTIONS.** Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 4:00 pm ET on a Business Day will post the same day and will be included in the available funds for the receiving Account. Transfers requested after 4:00 pm ET on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

**CANCELING A TRANSFER.** If you wish to cancel or amend a payment order previously received by Quontic Bank, Quontic Bank shall use reasonable efforts to effectuate your wishes if advised 48 hours prior to the transfer's execution date. However, Quontic Bank makes no representation or warranties as to its ability to (a) cancel or amend a payment order previously received by Quontic Bank or (b) recover any funds already transferred. Quontic Bank shall have no liability to you for Quontic Bank's failure to effectuate any requested amendment or cancellation of any payment order. Any request to cancel or amend any payment order must be given to Quontic Bank in sufficient time to give Quontic Bank a reasonable opportunity to act on it before Quontic Bank executes its own payment order, at which point Quontic Bank may, at its discretion, elect to require (a) compliance with the security procedures set forth in Paragraph 2, (b) you to supply Quontic Bank with a reasonable accurate description of the original payment order and/or (c) receipt by Quontic Bank of an indemnity bond from an acceptable institution or other security under which Quontic Bank is held harmless from and against any loss, liability, cost (including but not limited to telex and cable fees) or expense (including but not limited to reasonable attorney's fees) arising from or in connection with the attempted cancellation or amendment of a payment order. You agree to indemnify and hold Quontic Bank harmless from any and all liabilities, cost, and expenses Quontic Bank may incur in attempting to cancel or amend a payment order. The deadline for canceling a recurring transfer request is 48 hours. If you have any questions or problems canceling the transfer, please contact us.

**COST OF SERVICE.** Account transaction fees as stated in any Disclosures and Schedule of Fees provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers.

**BILL PAY SERVICES.** You can access Bill Pay Services in the same manner that you access other Online Services by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to

be considered the designated Account to be debited for your bill-paying activities. You may make an unlimited number of transfers or withdrawals from your Savings and Money Market Accounts.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 5 business days as set-up time for Checks and online payments through Bill Pay Services. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

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

#### **ADDITIONAL BILL PAY SERVICES INFORMATION.**

There is a daily \$0.01 minimum dollar amount, a \$10,000.00 maximum dollar limit per day; \$20,000.00 weekly limit and \$20,000.00 per month, that is permitted for payments using our Bill Pay Services.

1. **Eligibility:** If you have an active account permitted for Pay A Bill, Bill payment Services at Quontic Bank you may use the online or mobile bill payment service (the "Bill Payment Service").
2. **Payment Dates:** With the Pay A Bill, Bill Payment Service you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by Quontic Bank will be processed on the prior business day.
3. **Use of Bill Payment Service:** You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. Quontic Bank will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.
4. **Bill Payment Transfer Methods:** Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.
5. **Funding Account:** When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.
6. **Scheduling Payments:** The earliest possible Send Date and Deliver Date will be displayed in the Pay A Bill screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and mailing a paper check to the payee. Quontic Bank is not

responsible for delays in the U.S. mail or for processing delays by the payee. Quontic Bank is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.

7. Cancelling Payments: Quontic Bank withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it.

8. Available Balance: You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. Quontic Bank will not complete a bill payment transaction if there is not a sufficient available balance in the funding account (including funds available through any overdraft line of credit or automatic transfer feature) on the Send Date. If there is not a sufficient available balance in your funding account on the Send Date, no subsequent bill payments will be processed until there is a sufficient available balance in the funding account. Your account may be assessed a fee under the terms of the Account Agreement applicable to the funding account.

9. Expedited Bill Payment: For a separate fee of \$25.00, the Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

10. eBills: eBills is a free service through which you can receive an electronic version of your bill ("eBill") from a participating payee ("Biller"). Once you sign up for the eBills service, the Biller may stop sending you paper bills. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the Pay A Bill area of the Services. You are solely responsible for maintaining current contact information, as well as usernames and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The presentment of your first eBill may vary from Biller to Biller, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically log on to the Pay A Bill, Bill Payment Service and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through our Pay A Bill, Bill Payment Service and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold Quontic Bank (and its affiliates and third-party providers) harmless for any losses or claims arising from or related to your use of the eBills service.

a. AutoPay: Users that enroll to receive their eBill can choose to have their payment made automatically by enrolling in AutoPay.

11. Text and Email Alerts: You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

a. General Provisions for All Text Alerts: By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Quontic Bank/we/us nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call us at 800-908-6600.

**CANCELING BILL PAY SERVICES.** You may cancel Bill Pay Services at any time by contacting us via phone or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancellation. Be aware of any outstanding payments and make arrangements for future payments

to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

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

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

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

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

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

**RETENTION AND DISPOSAL OF CHECKS.** You agree to securely preserve and protect each Original Check for a period of 45 days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an Item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check which you have already submitted or deposited electronically into an account you own with us or at any other financial institution. At the expiration of the 45 day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

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

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

**MOBILE DEVICES.** You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your

equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

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

#### **ADDITIONAL MOBILE BANKING INFORMATION.**

**ACCESSIBILITY:** Funds from Mobile Deposits: Items deposited using our Mobile Deposit service generally will have \$225 next business day availability, and the remaining amount will be available on the third business day after the date of deposit. For New Accounts (the first 30 calendar days your account is open), funds will generally be available on the 9th business day after the date of deposit. Mobile deposits may be subject to extended holds on deposits in which the bank doubts the ability to collect.

#### **ADDITIONAL ONLINE SERVICES INFORMATION. Zelle Network® Standard Terms**

##### **1. Description of Services**

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

##### **2. Eligibility and User Profile**

When you enroll to use the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

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

**Content Standards:** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address

associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

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

You consent to our disclosure of your personal information (including bank account information) to Zelle®, Service Providers, other Network Banks, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and the following:

- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of our Privacy Policy.

### **4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Statement at [Quontic.com](http://Quontic.com), which is incorporated into and made a part of this Agreement by this reference.

### **5. Wireless Operator Data**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship.

### **6. Enrolling for the Service**

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
  - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - ii. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

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

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address,

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at customerservice@quonticbank.com. You expressly consent to receipt of a text message to confirm your “STOP” request.

### **8. Receiving Money; Money Transfers by Network Banks**

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

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

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

### **9. Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

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

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

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

### **10. Liability**



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

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

### **11. Send Limits**

Transfers from consumer Quontic Bank Accounts may be made in amounts of up to \$500.00 per transaction with a maximum of \$1,400.00 per day in the aggregate from all your combined accounts registered with the Service. Without notice we may also change the aforementioned maximum day aggregated amounts that can be transferred.

All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

### **12. Requesting Money**

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

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

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

### **13. Transaction Errors**

In case of errors or questions about your consumer bank account electronic transfers our contact information is described below:

Telephone number: (800) 908-6600  
Address: P.O. Box 6073, Astoria, NY 11106  
Hours: Monday - Friday 9:00am to 6:00pm ET

Please notify us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

Please (1) tell us your name and account number (if any); (2) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information and (3) tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly.

If we take more than 10 business days to do this for your consumer account, we will credit the account for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

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

You acknowledge and agree that once a transfer has been initiated by you, it cannot be stopped or revoked. The Bank shall have no liability arising out of your initiation of erroneous funds transfers. You understand that we 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 fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to 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, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

If you permit other persons to use the Service or any password needed to access the Service, you are responsible for any transaction they authorize from your accounts. If you believe that your password to access the Service has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling (800) 908-6600.

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

If we do not complete a transfer you send from your enrolled bank account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- a. If, through no fault of ours, your account does not contain sufficient funds to make the transfer.
- 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 us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable), 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 we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

#### **16. Fees**

We do not charge a fee for using the Service. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. In addition, fees may apply if you use the Service through another financial institution or through Zelle's® separate transfer service website or mobile app. However, we reserve the right to assess fees in connection with the Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the enrolled bank account used for the transfer.

#### **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 Mobile Deposit Addendum and Quontic Bank Online Banking Agreement and Disclosures, which are incorporated into and made part of this Agreement by this reference.

#### **18. Cancellation of the Service**

You may cancel the Service by calling (800) 908-6600. When you cancel the Service, you will no longer be able to access or use the Service. When you cancel the Service, it will not cancel your other online services or your account relationship with us.

#### **19. Right to Terminate Access**

In the event (i) you violate any terms of this Agreement, (ii) there are unauthorized or fraudulent transactions related to your enrolled deposit account or use of the Service, or (iii) we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time.

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

- the Service,
- your ability to send or receive funds through the Service,
- your ability to send funds through the Service, while continuing to permit you to receive funds through the Service,
- your ability to request funds from another User, or

- your ability to receive requests for funds from another User.

## **20. Disclaimer of Warranties**

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

## **21. Limitation of Liability**

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

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

## **22. Indemnification**

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

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

This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of laws statutes. Client hereby accepts and submits to the jurisdiction of the courts in New York County, New York for any and all litigation that arises out of disputes related to this Agreement.

In the event that any provision, or portion thereof, of this Agreement shall be declared invalid for any reason under applicable law, such provision shall be omitted to the extent of such invalidity without affecting the remainder of such provision; and such invalidity shall not thereby affect the remaining provisions of 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.