

## Zelle and Other Payment Services Terms Agreement

**1. Introduction.** Please read this Zelle and Other Payment Services Terms Agreement (this “**Agreement**”), which states the terms and conditions (“**Terms**”) on which 1st Source will provide, and you may use, the Services offered through the Site and forms part of a legally binding agreement between you and 1st Source that also includes the most current version of the 1st Source Corporation Website Terms of Use Agreement, Electronic Banking Authorization & Disclosure, Agreement for Deposit - Personal Accounts, Truth in Savings Disclosure and other related disclosures (collectively, the “**Other Agreements**”), which you can review, download and print at [www.1stsource.com](http://www.1stsource.com). To the extent of any conflict between this Agreement and the Other Agreements, the terms of this Agreement shall control. Defined terms used but not defined in this Section 1 have the meanings provided in Section 2 (Definitions) below.

By clicking on the “I agree” button, you accept the Terms. If you do not agree to all of the Terms, do not accept the Terms, and you will not be entitled to use the Services. 1st Source reserves the right to change the Terms in its sole discretion at any time; however, 1st Source will notify you of any material change to the Terms. In most cases, you will receive the notice online the next time that you log in; however, 1st Source reserves the right to notify you by email or by conventional mail, in its discretion. You agree that if you continue to use the Services after 1st Source notifies you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Services. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Services, you can unsubscribe by contacting 1st Source in the manner set forth in Section 16 (Notices to Us Regarding the Services). Once the Services have been discontinued for any reason, you will have no further right or access to use the Services.

### 2. Definitions.

- a. “1st Source,” “we,” “us,” or “our” refers to 1st Source Bank and its affiliates and Service Providers.
- b. “Business Day” is Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- c. “Eligible Transaction Account” is a consumer checking account that is eligible for the Services from which a User’s payments will be debited or to which payments and credits to a User will be credited; “your” Eligible Transaction Account means the Eligible Transaction Account that you enrolled for the Services.
- d. “Network Institutions” means financial institutions that have partnered with *Zelle*.
- e. “Payment Instruction” is when a User asks a Network Institution to make a payment on his or her behalf under the Services.
- f. “Payment Network” means a debit or credit payment network (such as the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions, MasterCard®, or NOW payment network) through which funds may be transferred.
- g. “Payment Request” means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Service.
- h. “Receiver” is a person or business entity that is sent a Payment Instruction through the Services.
- i. “Requestor” is a person that requests an individual to initiate a Payment Instruction through the Zelle Service.
- j. “Sender” is a person or business entity that sends a Payment Instruction through the Services.
- k. “Services” means the services described in this Agreement, including the Zelle Service and the Other Services.
- l. “Service Provider” means companies that we have engaged (and their affiliates and subcontractors) to render some or all of the Services to you on our behalf.
- m. “Site” means our Online Banking site, [www.1stsource.com](http://www.1stsource.com), or Mobile App.
- n. “User” means you and others who are enrolled directly with *Zelle* or enrolled with a Network Institution.
- o. “You,” “your,” “I,” or “yourself” refers to you, as a 1st Source customer and user of the Services.
- p. “*Zelle*” means the *Zelle*® Network.

**3. Description of the Services.** We have partnered with *Zelle* to enable a convenient way to transfer money between you and other Users. *Zelle* provides no deposit account, meaning you cannot establish a bank account with *Zelle*. *Zelle* facilitates the transfer of money by Network Institutions; it does not transfer or move money. The Services enable you: (1) to initiate a payment from an Eligible Transaction Account to a person with an account at a U.S. financial institution; and/or (2) to receive a payment from another person into your Eligible Transaction Account, in U.S. dollars. All of your payments sent or received through the Site are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. **THE SERVICES ARE INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICES TO SEND MONEY TO RECEIVERS WITH WHOM YOU ARE NOT FAMILIAR OR THAT YOU DO NOT TRUST.** You understand that use of the Services shall at all times be subject to this Agreement.

We provide the following payment services under this Agreement: (i) transfers of money to a person using an alias for such person, such as an email address or mobile phone number (the “**Zelle Service**”); (ii) sending money to a person if you provide the Eligible Transaction Account information and other contact information for such person; (iii) making a one-time payment to a person for which processing shall be initiated at a specified date up to one (1) year later; and (iv) establish a recurring series of payments to a person for which processing shall be initiated on certain dates you specify (clauses (ii), (iii) and (iv) and any other payment services that we provide under this Agreement are collectively referred to herein as the “**Other Services**”). The Other Services are not sent via *Zelle*. Although future-dated payments and recurring payments are scheduled outside of the Zelle Service, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Service, not the Other Services.

In some instances, payments may be made or received through other locations besides our Site, such as the *Zelle* mobile application (“**Zelle Standalone Locations**”). If you choose to initiate or receive a payment at a Zelle Standalone Location, those payments shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time.

Subject to the terms of this Agreement, the Services are generally available 24 hours, 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, 8:00 am – 8:00 pm Eastern Time, and Saturday, 9:00 am – 1:00 pm Eastern Time, in each case excluding U.S. financial institution holidays.

**4. Service Providers.** We are offering you the Services through one or more Service Providers. You agree that we have the right to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries and entitled to all the rights and protections that this Agreement provides to us.

**5. Enrolling for the Services.** You must enroll to use the Services through the Site. In order to enroll to use the Services, you must enroll an email address and a text message-enabled mobile phone number that you use regularly and intend to use for an extended period of time (e.g., no disposable or “burner” phone numbers) on the Site. You may not enroll to use the Services with a landline phone number, Google Voice number, or Voice over Internet Protocol. We reserve the right to cancel any enrolled email addresses or mobile phone numbers that do not meet the requirements of this Section 5 at any time without prior notice.

When you enroll to use the Services, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Services, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account.

Not all types of bank accounts are eligible for the Services. We reserve the right to decline the use of any account as an Eligible Transaction Account that we believe may present a risk to you and/or us.

When you enroll to use the Services or when you permit others to whom you have delegated to act on your behalf to use or access the Services, you agree to the terms and conditions of this Agreement and you authorize us to provide access to your Eligible Transaction Account through the Services to initiate and complete payments. You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to your Eligible Transaction Account. If your Eligible Transaction Account is a joint account, you confirm that each joint account holder has consented for you to use your Eligible Transaction Account for the Services.

The Services are intended for personal, not business or commercial, use. You agree that you will not use the Services 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 Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Services for any reason without prior notice, including without limitation for reasons involving your use of the Services which we may deem to be illegal, for business or commercial purposes or potentially brand damaging.

Your enrollment may not be completed if we cannot verify your identity or any other necessary information. By enrolling to use the Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use the Services. You must also comply with any other security procedures and policies that we may establish from time to time as provided in the Other Agreements. You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Services.

If at any time while you are enrolled to use the Zelle Service, 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 using the Zelle Service until you re-enroll to use the Zelle Service.

You may cancel your enrollment to use the Services at any time in the manner set forth in Section 16 (Notices to Us Regarding the Services).

**6. Sending Payments.** The Services are designed for you to send money to another User, either at your initiation or in response to that User's request for money. You may initiate three types of payments using our Site: (i) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via the Zelle Service; (ii) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a specified date up to one (1) year later; and (iii) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on certain specified dates. Further details about each of these options can be found on the Site.

By providing us with names, telephone numbers, email addresses, bank account information and/or other contact information of Receivers to whom you wish to send a payment, you authorize us to initiate a payment through the Services in accordance with the applicable Payment Instructions. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of such Payment Instruction and to send such funds to the Receiver's Eligible Transaction Account. Payment Instructions can be made via the Zelle Service or the Other Services, as described below:

a. **Zelle Service Payments.** The Zelle Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary. Payment Instructions initiated to Receivers through the Zelle Service require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver has already enrolled to use the Zelle Service, then the Receiver will receive a message regarding your payment. If the Receiver maintains an Eligible Transaction Account with a Network Institution but has not yet enrolled to use the Zelle Service, then the Zelle Service will contact the Receiver regarding enrollment to use the Zelle Service and receipt of payment. If the Receiver does not bank at a Network Institution and has not yet enrolled to use the Zelle Service through a Zelle Standalone Location, then the Zelle Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer").

In most cases, when you are sending money using the Zelle Service, 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 Institutions, we may need additional time to verify the identity of the Receiver. If you are attempting to send money to someone who has not enrolled to use the Zelle Service, either via a Zelle Standalone Location or a Network Institution, the intended Receiver will first have to enroll to use the Zelle Service in order to receive the money (they will receive a text or email notification instructing them on how to enroll to use the Zelle Service). If the intended Receiver fails to enroll to use the Zelle Service, or otherwise ignores the payment notification, 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 Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

You understand that payments made through the Zelle Service are electronic funds transfers using any debit card associated with your Eligible Transaction Account, including any joint account owner's debit card. Your Eligible Transaction Account must have an active debit card to send and/or receive payments through the Zelle Service. You also understand that when you initiate a Payment Instruction using the Zelle Service, you will generally have no ability to stop it subject to the provisions of Section 9 (Payment Cancellation, Stop Payment Requests and Unaccepted Payments). Notwithstanding anything to the contrary in this Agreement, Zelle Service settlements are final and cannot be cancelled except as set forth in the applicable Payment Network rules; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse ("ACH") Rules in such recovery efforts or otherwise in connection with the Services unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

b. **Other Services Payments.** As part of the Other Services, you can also send money to Receivers if you provide the Eligible Transaction Account information and certain other contact information for each Receiver. Payment Instructions using the Eligible Transaction Account information of the Receiver are not sent via Zelle. You acknowledge and agree that if your Payment Instructions identify a Receiver by account name and number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. Neither we nor other Network Institutions have any responsibility to investigate discrepancies between account names and account numbers, other than obligations under applicable law to investigate errors.

For the Other Services and those Zelle Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from your Eligible Transaction Account, the processing of such Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction.

If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of such Payment Instruction(s) will begin on the specified date(s) and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the applicable specified date. In addition, in the case of all Two-Step Transfers, the deposit of the funds into the Receiver's Eligible Transaction Account

(even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled to use the Zelle Service. The Site may contain additional information regarding the delivery of a payment to a Receiver's checking/savings account.

You acknowledge and agree that (i) our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred, (ii) our obligation to complete a Payment Instruction shall not begin and (iii) we will not begin to process the requested transfer of funds, in each case, until the Receiver has provided (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. You hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 9 (Payment Cancellation, Stop Payment Requests and Unaccepted Payments).

When you initiate a Payment Instruction, you are authorizing and instructing us or *Zelle* to send emails and text messages to the Receiver concerning the Payment Instruction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person to whom you send emails and/or text messages, you have received permission from that person for us to do so. Each time you initiate a Payment Instruction, you are authorizing and instructing us to send both an initial email or text message to the Receiver and, at our discretion, a follow-up or reminder message. These emails and text messages may identify you by name, mobile phone number and/or email address and may state that we are sending them on your behalf and according to your instructions.

It is the responsibility of the Users to ensure the accuracy of any information entered into the Services (including, but not limited to, the Payment Instructions and name, mobile telephone number and/or email address for the applicable Receiver), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by any User.

When a Sender initiates a Payment Instruction to a non-User or a User whose financial institution receiving the funds requires a User to affirmatively accept each Payment Instruction, the Receiver is not required to accept the payment. You agree that you, as a Sender, will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction or to not enroll to use the Zelle Service.

The Services are not instantaneous. Payment delivery speed is dependent upon several factors, including the type of Services selected (the Zelle Service or Other Services), whether an active debit card is associated with your Eligible Transaction Account, the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the other financial institutions or the Payment Networks that may be involved in the transmission of a payment. Payments may also be delayed or blocked to prevent fraud or to 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 Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Receiver. We are not liable for any damages resulting from any additional time needed to verify identities or required to meet regulatory requirements. There is no warranty or guarantee that the requested transfer will occur within any given time.

We will use reasonable efforts to complete all of your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances: (i) if, through no fault of ours, you do not have sufficient funds in your Eligible Transaction Account, including any credit or overdraft protection that you may have, or sufficient funds in your linked savings account to complete the Payment Instruction (note that, per federal regulation, pre-authorized telephone, internet, mobile, or automatic transfers from savings to cover checking overdrafts cannot exceed six (6) in number per calendar month); (ii) the Service is down or otherwise not working properly and you know or have been advised about the malfunction before you execute the Payment Instruction; (iii) the payment is refused as described in Section 21 (Prohibited Payments); (iv) you have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and email address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; (v) circumstances beyond our control (such as, but not limited to, fire, flood, Payment Network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction; and/or (vi) the funds in your Eligible Transaction Account or any linked savings account are subject to legal process or holds, such as garnishment or attachment.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with our Customer Service department in the manner set forth in Section 16 (Notices to Us Regarding the Service). You acknowledge and agree that time is of the essence in such situations.

Applicable ACH transfer instructions relating to external accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the applicable automated clearing house (collectively, the "**Rules**"), and you and we agree to be bound by such Rules as in effect from time to time. In accordance with the Rules, any credit to an account shall be provisional until such credit has been finally settled by us or the third-party institution which holds the account.

**7. Receiving Payments.** You also authorize us to credit your Eligible Transaction Account, without any further approval by you, for (i) the receipt of payments, whether initiated by you through a Payment Request or at the request of a Sender sending money to you through a Payment Instruction and (ii) those payments returned to us from Receivers to whom you attempted to send payment(s) when those payments are cancelled or are returned to you because the processing of the Payment Instruction could not be completed, in each case whether you accept the payment or not. All transfers of money to you shall be performed by a Network Institution per the direction of that Sender and at all times be subject to the terms and conditions of the relevant agreements between that Network Institution and the Sender, including without limitation any restrictions or prohibitions on permissible transactions. A Payment Instruction to you, as the Receiver, may only be cancelled in accordance with Section 9 (Payment Cancellation, Stop Payment Requests and Unaccepted Payments). You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you or are otherwise not entitled to the payment.

If another User wants to initiate a Payment Instruction (including in response to a Payment Request from you, if applicable) using the Zelle Service to your Eligible Transaction Account or if you want to initiate a Payment Request to another User, such User or you can do so from the Site, from an Eligible Transaction Account at another Network Institution or at a Zelle Standalone Location.

Receipt of payments made through the Services may be made through the Site. In some instances, receipt of payments may be made through other locations, such as Zelle Standalone Locations. If you choose to receive a payment at a Zelle Standalone Location, those payments shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. 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.

For the Zelle Service, 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 the reasons and in accordance with the provisions outlined in Section 6 (Sending Payments). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the Sender, it was a prohibited payment as set forth in Section 21 (Prohibited Payments) or in any agreement between the Sender and his/her financial institution, there were not sufficient funds in the Sender's Eligible Transaction Account or for any other reason, then you hereby authorize us or our Service Provider to debit your Eligible Transaction Account an amount equal to the amount of the funds improperly transferred to you.

**8. Requesting Payments.** You may request money from another User, and other Users can request money from you, through a Payment Request. You agree to receive Payment Requests from other Users. You understand and acknowledge that Users to whom you send Payment Requests may reject or ignore the requests. 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 Payment Request, or sends you an amount that is less than your Payment Request. If a User ignores your Payment Request, we may, but are not obligated to, send a reminder or a repeat request to that User.

Payment Requests are solely between the Requestor and Receiver and are not reviewed or verified by us or *Zelle*. Neither we nor *Zelle* assume any 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 Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Payment Requests in general, or to specific recipients, if we deem such Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

You agree to indemnify, defend and hold harmless us, *Zelle*, our and its respective owners, directors, officers, agents and the other Network Institutions 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 Payment Request that you send that is related to overdue or delinquent amounts.

## **9. Payment Cancellation, Stop Payment Requests and Refused Payments.**

a. **The Zelle Service.** For the Zelle Service, you may only cancel a payment if the Receiver has not yet enrolled to use the Zelle Service or potentially in limited circumstances if the payment is put in a pending status for some reason, such as suspected fraudulent activity. If the Receiver has already enrolled to use the Zelle Service, either in a Zelle Standalone Location or with a Network Institution, then the money is sent directly to their Eligible Transaction Account (except as otherwise provided in Section 6 (Sending Payments)) and may not be canceled or revoked. Similarly, once a User initiates a transfer of money using the Zelle Service to the email address or mobile phone number that you enrolled with the Services, neither you nor they have no ability to stop the transfer.

b. **The Other Services.** For the Other Services, the Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of such Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to cancel or stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a cancellation or stop payment request and to recover funds associated with an unauthorized Payment Instruction, we cannot guarantee the stoppage or recovery and will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting us. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in the applicable current fee schedule in the Other Agreements. Payments not claimed by a Receiver who has not enrolled to use Zelle Service will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**10. 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 that you enrolled to use the Services, 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 receiving emails and text messages from us, from *Zelle*, from other Users sending you money or requesting money from you, and from other Network Institutions or their agents regarding the Services or related transfers between Network Institutions and you. You agree that we, *Zelle* and/or our or its respective agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number that you enroll with the Services. 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, fees for short message service.
- b. In the case of any messages that you send through the Site to an email address and/or mobile phone number, you represent that you have obtained the consent of the recipient to send emails and/or text messages to the recipient. You understand and agree that any emails and/or text messages sent through the Site may include your name, mobile phone number and/or email address.
- c. Your wireless carrier is not the provider of the Services and is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you send through us or through *Zelle* or that we send or *Zelle* sends on your behalf.
- d. You understand that there are inherent risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.
- e. To cancel text messaging from us, send STOP to 729935. For help or information regarding text messaging, send HELP to 729935. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers include AT&T, Sprint, T-Mobile, Verizon and others.

**11. Changes to Email Addresses, Telephone Numbers and Mobile Devices.** You agree that you will notify us immediately if you change, lose or surrender any email address or mobile number that you have enrolled with the Services. In the event that the mobile device that you enrolled with the Services is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You may instruct us to change any email address or telephone number that we associate with the Services at any time. Address and telephone number changes may be initiated: (i) at your request; (ii) if we receive notice of change to your email address or telephone number from any Network Institution or any common carrier; or (iii) if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you. We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

**12. Service Fees and Additional Charges.** At this time, fees will not be charged for the use of the Services. However, financial fees associated with your Eligible Transaction Account will continue to apply, including, for example, non-sufficient funds, stop-pay and overdraft charges. We reserve the right to assess fees in connection with the Services in the future. If we do assess fees, we will give you reasonable notice as required by law and will deduct any applicable fees from your Eligible Transaction Account.

a. **Overdrafts.** It is important to understand that your Eligible Transaction Account has two kinds of balances: the Current Balance and the Available Balance.

The Current Balance is calculated after all transactions have posted to your account after the end of the Business Day.

The Available Balance is the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending transactions that have been authorized but may not have been posted to your account yet, such as *Zelle* transactions, debit card and ATM transactions or pending deposits. It does not include items such as scheduled "Bill Pay" transactions, deposits with holds placed on them, and checks that you have written but that have not yet cleared your account. It is your responsibility to keep track of payments that you have authorized but are not yet pending or posted to your account.

When using the Services to initiate a Payment Instruction, the transaction is authorized based on the type of Services selected (the Zelle Service or Other Services) and your Available Balance. The Bank may not authorize a Payment Instruction from your Eligible Transaction Account unless you have sufficient funds available in such account.

If we process a Payment Instruction in accordance with your instructions that overdraws your Eligible Transaction Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of the applicable Other Agreements.

Please note that you should not consider a transaction authorization as a guarantee that there will be sufficient funds in your Eligible Transaction Account to cover the transaction when it posts. Although a transaction has been authorized, it may still result in an overdraft if other transactions are processed before it. On the day a Payment Instruction from your Eligible Transaction Account posts, if the amount of such Payment Instruction exceeds the Current Balance in your Eligible Transaction Account, your account will be overdrawn and you will be responsible for the negative balance.

To avoid overdrafts, you should ensure that the Current Balance in your Eligible Transaction Account is sufficient to cover all transactions at the time they post to your account. If we allow your Payment Instruction to be paid when you do not have sufficient funds in your Eligible Transaction Account, it may cause an overdraft, in which case you shall be liable for the overdraft and any overdraft fees and interest thereon as set forth in the applicable Other Agreements. To limit overdrafts and the expenses associated with this possibility, you may enroll in one of our overdraft plans, such as Carefree Line of Credit or Overdraft Transfer Service. In either case, you may be assessed fees and/or interest in accordance with the terms of any such applicable overdraft plan. You agree that we have the right to collect funds owed to us from any of your eligible accounts.

The amount of any overdrafts, including our fees, are due and payable immediately. Failure to bring your Eligible Transaction Account in good standing may remove your standard overdraft coverage, and a continued overdraft status may result in your account(s) being closed.

The Agreement for Deposit – Personal Accounts explains the details and rules regarding our Overdraft Policy. For fee information, please refer to our Truth in Savings Disclosure. You may obtain a copy of these policies at any 1st Source banking center or online at <https://www.1stsource.com/disclosures>.

**13. Right to Refuse to Send Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**14. Returned Payments.** In using the Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled to use the Zelle Service. We will use reasonable efforts to complete Payment Instructions initiated through the Services.

**15. 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 Institutions and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and any of 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; and
- h. as otherwise permitted by the terms of our Privacy Notice.

**16. Notices to Us Regarding the Services.** You may send notices to us about the Site or the Services by visiting [www.1stsource.com](http://www.1stsource.com) and clicking on “Contact Us”, or by postal mail to: 1st Source Bank, Attn: Customer Service, P.O. Box 1602, South Bend, IN 46634. We may also be reached at 574-235-2000 or toll-free at 800-513-2360 for questions and other purposes concerning the Services.

**17. Notices to You.** You agree that we may provide notices to you by, at our option, posting it on the Site, sending you an in-product message within the Site, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in the Services setup or customer profile. For example, users of the Services may receive certain notices (such as notices of processed Payment Requests, Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile devices. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. We reserve the right to terminate your use of the Services if you withdraw your consent to receive electronic communications.

**18. Receipts and Transaction History.** You may view your transaction history by logging in to the Services on the Site. You agree you will not receive paper transaction receipts. You will continue to receive statements for your Eligible Transaction Account, either electronically (if you signed up for electronic statements) or in paper form. If there is any discrepancy between your transaction history in the Services and your Eligible Transaction Account statement, the 1st Source deposit account statement shall control.

**19. Your Privacy.** Protecting your privacy is very important to us and to Zelle. Please review our Privacy Notice, which is available at any 1st Source banking center or online at <https://www.1stsource.com/disclosures>, and Zelle’s Privacy Policy, which is available at <https://www.zellepay.com/privacy-policy>, in order to better understand our and Zelle’s respective commitment to maintaining your privacy, as well as our and Zelle’s respective use and disclosure of your information. Subject to our Privacy Notice and Zelle’s Privacy Policy, you agree and license each of 1st Source and Zelle to use, copy, modify, display and distribute any information, data, materials or other content (“Content”) you provide to 1st Source or Zelle, respectively, for the purpose of providing the Services. By submitting Content, you represent that you have the right to license such Content to each of 1st Source and Zelle.

**20. Eligibility.** The Services are offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not offered to minors. By using the Services, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**21. Prohibited Payments.** You agree that you will not use the Services to send money to anyone or request money from anyone for any purpose that is prohibited under this Agreement. The following types of payments, and requests for payments, are prohibited through the Services:

- a. payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- b. payments for goods or services that violate the Acceptable Use terms in Section 22 below;
- c. payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; or (7) goods or services that advertise, sell to or solicit others;
- d. payments to loan sharks or related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;

- e. payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs; (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card; (3) are for the sale of items before the seller has control or possession of the item; (4) constitute money-laundering or terrorist financing; (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing; or (6) provide credit repair or debt settlement services;
- f. payments related to the business of debt collection, for the payment or collection of overdue or delinquent debt or to collect money on behalf of others; and
- g. tax payments, court ordered payments (such as child support and alimony), fines and any other payments to government entities.

We have the right, but not the obligation, to monitor for, block, cancel and/or reverse such prohibited payments. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of, initiating or requesting prohibited payments.

**22. Acceptable Use.** You agree that you will only use the Services for lawful purposes. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Services, regardless of the purpose of the use, and for all communications you send through the Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Services for communications, payments of goods or services, or other activities that: (a) violate any law, statute, ordinance or regulation; (b) encourage, promote, facilitate or instruct others to engage in illegal activity; (c) are sexually oriented; (d) promote hate, violence, racial intolerance, or any crime; (e) defame, abuse, harass or threaten others; (f) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (g) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; (h) encourage, promote, facilitate or instruct others to engage in financial or other elder abuse; (i) impose an unreasonable or disproportionately large load on our infrastructure; (j) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (k) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Services or the portion of the Site through which the Services are offered without our prior written consent; (l) constitute use of any device, software or routine to bypass technology protecting the Site or Services, or interfere or attempt to interfere, with the Site or the Services; or (m) may cause us or our Service Providers to lose any of the services from our or their internet service providers, payment processors, or other vendors.

**23. Payment Methods, Amounts and Frequencies.** There are limits on the amount of money that you can send through the Services. Your limits may be adjusted from time to time in our sole discretion and limits may vary based on checking account type of your Eligible Transaction Account. You may log in to Online Banking on the Site to view your individual transaction limits by clicking on the information icon to the right of the amount box within the Services. Please refer to the table below for details on our general limits:

| Zelle and Other Services Payments |         |
|-----------------------------------|---------|
| Daily                             | Monthly |
| \$1,000                           | \$5,000 |

For Private Banking clients, you can send up to \$5,000 daily and \$30,000 per month. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Services and, in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but are not limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account. We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing your Eligible Transaction Account. We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of transfers you can make using the Services.

**24. Failed or Returned Payment Instructions.** In using the Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit, if any, of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on its corporate account or via an electronic debit and, in such circumstances, will attempt to debit your Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. you will reimburse us immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient credit or overdraft protection associated with, your Eligible Transaction Account to allow us or our Service Provider to complete the debit processing;
- b. you will reimburse us for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third-party collections contractor; and
- c. we are authorized to report the facts concerning uncollected amounts to any credit reporting agency.

**25. Information Authorization.** You agree that we may obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use and share personal information and device-identifying technical data about you and your devices with Zelle and our Service Providers for everyday business purposes such as, but not limited to, maintaining your ability to access the Services, authenticating you when you log in to the Services, sending you information about the Services, performing fraud screening, verifying your identity, determining your transaction limits, performing collections, complying with laws, regulations, court orders and lawful instructions from government agencies, protecting the personal safety of subscribers or the public, defending claims, resolving disputes, troubleshooting problems, enforcing this Agreement, protecting our rights and property, and customizing, measuring, and improving the Services and the content and layout of the Site. Additionally, we, Zelle and our Service Providers may use this information for risk management purposes and may use, store and disclose your information acquired in connection with your use of the Services as permitted by law, including without limitation to effect, administer or enforce a transaction, to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability, or to compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, including but not limited to identifying and blocking access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us, Zelle and our Service Providers to provide similar fraud management and prevention services for services or web sites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device. We, Zelle and our Service Providers shall have the right to retain such data even after termination or expiration of your use of the Services or this Agreement for risk management, regulatory compliance or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we, Zelle and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services. You authorize us to share your mobile subscriber details with Service Providers which will request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include name, billing address, email, and phone number. This information may also include location information, if available. Additional use of your mobile subscriber data may be subject to third-party privacy policies. You can review further information about how we may use and share your information on our Privacy Notice.

Links to third-party sites may be visible through the Services. By providing these links, we are not endorsing such sites, and we are not responsible for materials or services from the third-party sites and make no representations concerning sites listed in the Services web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material linked to the Site.

Each time you use the Services, you represent and warrant to us that: (i) you have the right to authorize us to access your Eligible Transaction Account to effect fund transfers or for any other purpose authorized by this Agreement; (ii) you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer; and (iii) all of the information that you provide to us is true, current, accurate and complete. We will maintain audit logs that track your access, view and use of electronic data in connection with your use of the Services. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Services participants.

## 26. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should contact us in the manner set forth in Section 16 (Notices to Us Regarding the Services) as soon as possible.
- b. If you think your periodic statement for your Eligible Transaction Account is incorrect or you need more information about a transaction listed in the periodic statement for your Eligible Transaction Account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement that identifies the error. You must (i) tell us your name; (ii) describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and (iii) tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

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

**28. Password and Security.** If you are issued or create any password or other credentials to access the Services or the portion of the Site through which the Services are offered, you agree not to give or make available your access credentials, user ID or password to anyone that you do not authorize to conduct transactions on your Eligible Transaction Account. You agree that you are responsible for all actions taken by anyone to whom you have provided such credentials, including, without limitation, all activity through your Eligible Transaction Account using the Site. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Services without your consent, you must inform us immediately in the manner set forth in Section 16 (Notices to Us Regarding the Services). You acknowledge and agree that time is of the essence in such situations. 1st Source will not be liable for any loss that you may incur as a result of someone else using your access credentials, user ID or password due to your intentional or unintentional conduct, including your negligence.

**29. Power of Attorney.** For as long as you are using the Services, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access your Eligible Transaction Account, complete fund transfers as described herein, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to your Eligible Transaction Account, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Services as provided in this Agreement or as otherwise permitted in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that at all times your relationship with each person to whom you send money to, or receive money from, is independent of 1st Source and your use of the Services. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN 1ST SOURCE IS EFFECTING A FUND TRANSFER FROM OR TO YOUR ELIGIBLE TRANSACTION ACCOUNT, 1ST SOURCE IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that 1st Source shall be entitled to rely on the authorization, agency and power of attorney granted by you in this Agreement. We do not have control of, or liability for, any products or services that are paid for with the Services. We also do not guarantee the identity of any User (including but not limited to any Receiver to whom you send money).

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT YOUR ELIGIBLE TRANSACTION ACCOUNT IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER NETWORK INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY OTHER NETWORK INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SET TO TRANSFER FUNDS BASED UPON A RECEIVER'S EMAIL ADDRESS OR MOBILE PHONE NUMBER PROVIDED TO US.

**30. Wireless Operator Data.** You acknowledge that 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* Payment 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 use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, 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/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**31. Liability.** Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of ours 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 Services. NEITHER WE NOR *ZELLE* OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICES (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). SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, YOU AGREE THAT YOU, NOT WE OR *ZELLE*, ARE RESPONSIBLE FOR

RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER TO WHOM YOU SEND MONEY, OR FROM WHOM YOU RECEIVE OR REQUEST MONEY, USING THE SERVICES.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *ZELLE* OR OUR OR ITS RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK INSTITUTIONS 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 SERVICES; (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 WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, *ZELLE*, OUR OR ITS RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR ANY OTHER NETWORK INSTITUTION 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).

**32. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR *ZELLE* MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE AND *ZELLE* EACH EXPRESSLY DISCLAIM 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, IN EACH CASE WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR *ZELLE* WARRANTS THAT THE SERVICES 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.

**33. Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Services and, except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, *Zelle*, our and its respective owners, directors, officers, agents and the other Network Institutions 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 Services, or any violation by you of the terms of this Agreement.

**34. Release.** You release 1st Source, *Zelle*, and our and its respective affiliates, agents, and service providers, and the employees and contractors of each, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other Users.

**35. Miscellaneous.**

- a. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. 1st Source's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of 1st Source's right to subsequently enforce such provision or any other provisions of this Agreement.
- b. Marks and logos for the Services are registered trademarks of 1st Source, *Zelle* or our licensors. *Zelle* and the *Zelle* related marks are wholly owned by Early Warning Services, LLC and are used herein under license. Page headers, custom graphics, button icons and scripts are our service marks, trademarks and/or trade dress or those of our licensors. You may not copy, imitate or use any of the above without our prior written consent.
- c. If it is held by a court or other lawful authority of competent jurisdiction that any term, provision, covenant or condition of this Agreement is illegal, invalid or unenforceable, in whole or in part, such provision will be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remainder of such provision or the remainder of this Agreement; such remaining provisions will continue in full force and effect, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the parties. This Agreement is personal to you, and you may not assign it to anyone.
- d. This Agreement, together with the Other Agreements, including any amendments that we may make from time to time, constitute the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Services. This Agreement may be amended, or any of 1st Source's rights waived, only if 1st Source agrees in writing to such changes, or you continue using the Services following receipt of notice of any changes proposed by 1st Source.