

## Zelle Network® Standard Terms – Small Business

### 1. Description of Services

a. The *Zelle* Network (“Zelle”) is a convenient way to send and receive money with others you trust. *Zelle* enables you to send and receive money with customers who are enrolled with Texas First Bank or with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the “Service”). We will refer to financial institutions that have partnered with *Zelle* as “Network Financial Institutions”.

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 Financial Institution.

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

### 2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you are 18 years of age and 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. *Zelle* and We reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing Us, *Zelle*, or the financial system to risk.

The Service is intended for small business use. You agree that you will use the Service to send or receive payments in connection with your business. We reserve the right to decline your enrollment if We believe that you are enrolling to use the Service for your personal use or to receive or send personal 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 personal purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Service in any way, 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* 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 mobile phone number or email address when sending, receiving, or requesting money, which will be your "*Zelle* tag." Each *Zelle* tag must have an eligible U.S. mobile phone number associate with it and there will be a limit on the number of *Zelle* tags you may use. 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.

We reserve the right to amend these terms and conditions or any other disclosures at any time by posting a revised version on the Site or within the mobile application. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Bank may also provide you with an email notification of such amendments. The Bank may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

### 3. Consent to Use and Disclose Personal Information (Including Account Information)

By using the Service you are consenting to sharing your personal information including account information with *Zelle* and other Network Financial Institutions for the purpose of processing payment transactions and investigations in accordance with its customary processes and procedures.

### 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access Our Privacy Notice at <https://www.texasfirst.bank>, which Privacy Notice 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 carrier to use or disclose information about your account and your wireless device, if

available, to *Zelle* or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See *Zelle's* Privacy Policy <https://www.zellepay.com/privacy-policy>, for how it treats your data.

## 6. Enrolling for the Service

a. You must provide Us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or 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, toll-free 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, or We receive information that you are not the owner of the mobile 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 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*.

e. If you enroll for the service and select to use a *Zelle* tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

## 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 Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions 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. You are also responsible for the content of the memos you send using *Zelle*. 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 or is used as a contact method for a *Zelle* tag is (i) surrendered by you, (ii) changed by you, or (iii) inactivated or removed by your provider. For your security, if We notice changes to your email or mobile number, or We are unable to deliver notifications, We may delete it and notify 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. You consent to receive emails or text messages to fulfill additional authentication steps when required. Texas First Bank will never send you an unprompted email, text or phone message to ask for your sensitive account information, password, or out of band/two-factor authentication secure code. Should you receive any unsolicited or suspicious email, text or phone call please contact your banking center directly.

e. 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.

f. To cancel text messaging from Us, related to this Service, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact Our customer service at 800-435-1769 You expressly consent to receipt of a text message to confirm your "STOP" request.

g. Supported Carriers: The most widely used mobile carriers are supported. For additional questions, please contact your mobile carrier using the contact information they have provided you.

## 8. Receiving Money; Money Transfers by Network Financial Institutions

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*, the other Network Financial Institutions and other *Zelle* users, We may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We or *Zelle* may also delay or block the transfer to prevent fraud or to meet Our regulatory obligations. If We or *Zelle* 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.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

## 9. Sending Money; Debits by Network Financial Institutions

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 with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with *Zelle*, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

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 Financial Institutions, and other *Zelle* users 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*, 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 or *Zelle* delay or block a payment that you have initiated, We will notify you in accordance with your User preferences (i.e. email, push notification).

Neither We nor *Zelle* have no control over the actions of other Users or other Network 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. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENTERING THE CORRECT U.S. MOBILE PHONE NUMBER OR EMAIL ADDRESS FOR THE PERSON THAT YOU ARE SENDING MONEY TO OR REQUESTING MONEY FROM, AND THAT YOU, NOT ZELLE® OR THE NETWORK FINANCIAL INSTITUTIONS, ARE RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOU ENTERING THE INCORRECT U.S. MOBILE NUMBER OR EMAIL ADDRESS.

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 PURCHASE PROTECTION 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). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

## 11. Send Limits

We reserve the right, at any time in Our sole discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these Terms of Use, and We are not obligated to accept similar payment(s) at other times. Transaction limit information can be located within the Electronic Funds Transfer Disclosure located at <https://www.texasfirst.bank>.

## 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 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 Financial 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 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

The Bank must rely on the information provided by you and you authorize Us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit 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.

You understand that transfers that have been processed cannot be cancelled or stopped. You agree that you are responsible for resolving any payment dispute to whom you send money, except as otherwise provided by law or regulation.

Transaction activity will appear within your account transaction history and on your banking statements.

### 14. Your Liability for Unauthorized Transfers

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

ONCE at **409- 948 1993**, or write to Us at: **Texas First Bank, Operation Center, 600 Gulf Freeway, Texas City, TX 77591** if you believe any of your Access Credentials (login ID, password, identification number, token, biometric identification (e.g., fingerprint or facial recognition) or other means of identification and authentication, or combination thereof, that We require for logging into or otherwise accessing your Digital Banking Service or its *Zelle* functionality.) may have been lost or stolen, or if you believe that any unauthorized Payment Instruction or electronic funds transfer may have been made. Contacting Us by telephone is the best way to minimize your possible losses. If you do not do so, you could lose all the money in your account, as well as all of the available funds in any overdraft protection account.

Tell Us at once if you believe your Access Credentials (login ID, password, identification number, token, biometric identification (e.g., fingerprint or facial recognition) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your account information. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

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

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email or text and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

You authorize Us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Bank to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If We believe the Transfer may be illegal, We may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Bank nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

## 16. Fees

We charge \$1.00 per transaction for incoming and outgoing *Zelle* payments. Fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Please check your mobile service agreement for details and applicable fees. Account fees (e.g., monthly service, overdraft) may also apply to your account(s) that you use for the Service. In addition, fees may apply if you use the Service through another financial institutions or through *Zelle's* separate transfer service website or mobile app. The receiving institution may also charge a transaction fee to the recipient, Texas First Bank is not responsible for such fees or limitations. We reserve the right to adjust fees in connection with the Service in the future. If We do adjust fees, We will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the transaction.

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

You agree to access this website and/or mobile app in compliance with Our Online Banking Agreement, which is available at <https://www.texasfirst.bank> and incorporated into and made part of this Agreement by this reference.

## 18. Cancellation of the Service

You may cancel services at any time by unenrolling within online banking or the mobile app, contacting your banking center or customer service at 800-435-1769. Any payment(s) that have begun processing before the requested cancellation date will be processed by Us.

## 19. Right to Terminate Access

You agree that unless otherwise required by applicable law or regulation, We can terminate your access to the Service, in whole or in part, at any time, and without prior notice. For example, in the event (i) you violate any terms of this Agreement, (ii) there are suspected or confirmed unauthorized or fraudulent transactions related to your Funding Account, 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.

## 20. 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 SERVICE. WE AND ZELLE® 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, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® 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 FINANCIAL 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 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 Financial 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 Service, or any violation by you of the terms of this Agreement.

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

The laws of the State of Texas will govern these Terms of Use, without giving effect to any principles of conflicts of laws. If any provision of these Terms of Use is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force. You agree to comply with any applicable federal, state and local laws in your use with the Service.

## 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 the control of Us or *Zelle*. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

We recommend that you print and retain a copy of *Zelle* Terms and Conditions, Online Bank Agreement, and Electronic Funds Transfer Disclosure from your computer, mobile phone or other access device associated with all transactions utilizing this service. You can access these disclosures anytime from <https://www.texasfirst.bank>. There is no charge for you to download and print these documents. You may request printed copies be provided to you by mailing your request to Texas First Bank, 600 Gulf Freeway, Texas City, Texas 77591 or by phone at (409) 948-1993, however postage and handling fees may be imposed.

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