

MOBILE BANKING AGREEMENT

Terms and Conditions

This Mobile Banking Agreement (this "Agreement") between you and Peoples National Bank, N.A. ("Peoples National Bank") governs the use of the mobile banking service ("Mobile Banking") provided to you by Peoples National Bank and powered by a Third Party (Licensor) mobile technology solution. By enrolling to use Peoples National Bank's mobile banking service, using Mobile Banking, or permitting others to whom you have delegated to act on your behalf to use or access Mobile Banking, you agree to all the terms and conditions of this Agreement, including all of the Terms and Conditions set forth in this Agreement.

Section A of this Agreement is a legal agreement between you and Peoples National Bank. Sections B and C of this Agreement are legal agreements between you, Peoples National Bank, and the Licensor.

SECTION A – Peoples National Bank Mobile Banking Terms

Thank you for using Peoples National Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 at any time. In case of questions please contact customer service at customer.support@peoplesnationalbank.com or call 1-877-378-1909.

GENERAL

1. The services for Mobile Banking are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Peoples National Bank. You are responsible for any and all fees and other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. Mobile Banking customer access and service may automatically be terminated after 6 months of inactivity, on a customer by customer basis at Peoples National Bank's discretion and relevant charges relating thereto shall be eliminated.
2. Mobile Banking is provided by Peoples National Bank and not by any other third party. You and Peoples National Bank are solely responsible for the content transmitted through the text messages sent to and from Peoples National Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process that you agree to the following:

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by short message service, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 1-877-378- 1909, and to cancel immediately your participation in Mobile Banking if you observe any material errors in Mobile Banking.
2. **Export Control.** You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.
3. **Proprietary Rights.** You agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.
4. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any

law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

5. No Commercial Use or Re-Sale. You agree that the Mobile Banking is for personal use only. You agree not to resell or make commercial use of Mobile Banking.
6. Indemnification. You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.
7. Safeguarding Information, Device, and Password. You are responsible for safeguarding your mobile phone and any content you store and/or transmit via data or messaging services to Peoples National Bank. You are responsible for safeguarding any passwords or other authentication data that may be used to access Mobile Banking via your mobile phone. You are responsible for all transactions performed using your password, even if you did not intend or authorize them.
8. Limitation on Withdrawals: Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits on your account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.
9. Termination: We reserve the right to terminate Mobile Banking, in whole or in part at any time with or without cause and without prior notice as allowed by law. Termination of Mobile Banking does not affect your obligations under this Agreement in respect to occurrences before termination.
10. Accessing Mobile Banking Outside the U.S.: We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

ADDITIONAL PROVISIONS

A. Mobile Banking Limitations

1. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings, or other Mobile Banking interruptions. Neither we nor any of our service providers assumes responsibility for any disclosure of account information to third parties by someone other than us or our service providers, or the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.
2. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.
3. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
4. Information about activity is synchronized between the Mobile Banking software and our Online Banking website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our Online Banking. Information available directly through our Online Banking may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The

method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our Online Banking. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

5. Peoples National Bank will make every reasonable effort to secure Mobile Banking to prevent access by unauthorized persons and to prevent malicious content such as viruses. We reserve the right to take actions to protect our systems and information; we may at our discretion deny access to users of Mobile Banking.
6. The accounts that you access using Mobile Banking are subject to the terms and conditions of your Deposit Account Agreement and Disclosure, including the terms and conditions for internet banking, bill payment, online statements, and electronic funds transfer activities. Accordingly, you agree that we reserve the right to limit types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of service at any time.
7. The privacy of your information is important to us. We collect only information that is necessary to serve you and administer our business. Please refer to our Privacy Policy for a comprehensive statement on the safeguards to protect your confidential personal information.
8. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. Peoples National Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or out of range issues.

B. Mobile Deposit Capture Terms

1. **Services.** The Peoples National Bank Mobile Deposit Capture service ("Services") is designed to allow you to make deposits to your checking, savings, or money market accounts from the PNB2GO Mobile Banking App by scanning checks and delivering the images and associated deposit information to Peoples National Bank or Peoples National Bank's designated processor.
2. **Limitations of Services.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
3. **Eligibility.** We will determine whether you are eligible for Services in our sole discretion. We may suspend or terminate your use of the Services at any time and without prior notice to you. If you violate the terms of the Services, then we also may use such actions as a basis to terminate your account relationship with us.
4. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Peoples National Bank shall be deemed an "item". You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
 - A. Checks or items payable to any person or entity other than you.
 - B. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - C. Checks or items previously converted to a substitute check, as defined in Reg CC.
 - D. Checks or items drawn on a financial institution located outside the United States.
 - E. Checks or items that are remotely created checks, as defined in Reg CC.
 - F. Checks or items not payable in United States currency.
 - G. Traveler's checks or savings bonds

- H. Checks or items dated more than 6 months prior to the date of deposit.
 - I. Checks or items prohibited by Peoples National Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Peoples National Bank account.
5. Image Quality. The image of an item transmitted to Peoples National Bank using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
 6. Endorsements and Procedures. You agree to properly endorse any item transmitted through the Service. Checks must be endorsed "FOR MOBILE DEPOSIT ONLY AT PEOPLES NATIONAL BANK" and signed by the payee.
 7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Peoples National Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. If there is a discrepancy between the entered and confirmed amount and the amount on the scanned image we will credit the account based on the scanned image. Any item will be deemed to have been deposited at the branch where the account is maintained.
 8. Funds Availability. Funds deposited using the services before 5PM CST on a Business Day will consider that day to be the day of deposit. Deposits made on a Business Day after 5PM CST will be considered to be made on the next Business Day. Funds deposited may not be available for immediate withdrawal.
 9. Retention of Original Check. Once your check image has been credited to your account, you must mark the original check by writing mobile check deposit on the front with the date and retain the check for fourteen (14) days. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. During this 14-day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check and you must make the original paper check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your account, regardless of whether such action may cause your account to not have sufficient funds, and to pay any associated fees. Immediately after this 14-day period, you must destroy the original paper check.
 10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
 11. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Peoples National Bank from time to time, as outlined in our Mobile Banking FAQs.
 12. Errors. You agree to notify Peoples National Bank of any suspected errors regarding items deposited through the Service.
 13. Ownership & License. You agree that Peoples National Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Peoples National Bank's business interest, or (iii) to Peoples National Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
 14. **DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE**

SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

15. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF PEOPLES NATIONAL BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
16. User warranties and indemnification. You warrant to Peoples National Bank that:
 - A. You will only transmit eligible items.
 - B. Images will meet the image quality standards.
 - C. You will not transmit duplicate items.
 - D. You will not deposit or represent the original item.
 - E. All information you provide to Peoples National Bank is accurate and true.
 - F. You will comply with this Agreement and all applicable rules, laws and regulations.
 - G. You agree to indemnify and hold harmless Peoples National Bank from any loss for breach of this warranty provision.

SECTION B - END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

SECTION C Zelle Network[®] Standard Terms

1. Description of Services

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

2. Eligibility and User Profile

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

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

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

business or commercial purposes, or for any unlawful purpose.

If we have reason to believe that you have used the Service for any unlawful purpose, made excessive or unexplainable transfers, violated any parts of this Agreement, or provided any incorrect information, we may take various actions to protect Peoples National Bank, Zelle, Network Banks, another User, a third party, or you from reversals, chargebacks, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend or limit your access to the Service;
- b. We may contact Users or Network Banks who have sent you money, and warn other Users, Zelle, Network Banks, law enforcement or third parties of your actions;
- c. We may update inaccurate information you provided us;
- d. We may refuse you access to the Service in the future; and/or
- e. We may take legal action against you.

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

You agree that Peoples National Bank may collect, use and share your personal information in accordance with each of Peoples National Bank Privacy Policy, to provide the services you have requested, including to add or include your Account in the Services and to maintain the Service. Our sharing of your information may include providing Zelle, applicable payment networks (such as Visa), Network Banks, Users and others (such as payment processing entities and token service providers) your name, Account number, card number, card expiration date, email address, phone number, billing address and shipping information as required to complete transfers of money between you and others. We can also share your information in order to make information available to you about your use of the Service, and to improve our ability to offer the Service. Once we share your information with a third party, you agree that the third party, and not Peoples National Bank is responsible for the security and use of your information, and that your data will be subject to their privacy policies. You acknowledge that the use and disclosure of any personal information provided by you directly to Zelle, applicable payment networks (such as VISA), Network Banks, Users and others will be governed by such party's privacy policy and not our Privacy Policy.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at www.peoplesnationalbank.com, which Privacy Policy is incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

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

6. Enrolling for the Service

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

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at customer.service@peoplesnationalbank.com or 1-877-378-1909. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: Mobile Banking may not be accessible or may have limited utility over some network carriers. Peoples National Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or out of range issues.

8. Receiving Money; Money Transfers by Network Banks

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

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

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

9. Sending Money; Debits by Network Banks

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

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

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

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

10. Liability

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

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

11. Send Limits

We reserve the right to impose limits on the amount(s) of payments made using the Services and to modify such limits from time to time. We may, from time to time, limit the type, number and dollar amounts of any transfers made using the Service, notwithstanding the amount in the Account, and terminate or suspend the operation of the Service, without notice, unless required by law or regulation.

12. Requesting Money

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

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

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

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

13. Transaction Errors

In the event your statement or transaction record is wrong, you agree to advise Peoples National Bank no later than 60 days after it has sent the FIRST statement on which the problem or error appeared (or 90 days if such problem or error relates to a bill payment on an account held at a financial institution other than Peoples National Bank). If you notify Peoples National Bank verbally of a problem or error, Peoples National Bank may require you to provide an email or written notice of the problem or error within in (10) Business Days. In each instance, you will provide us with your name, account number, date of the questioned transaction, amount of the questioned transaction, name of the payee (if applicable), transaction number assigned by Mobile Banking (if available), and a brief description of the problem or error.

We will determine if an error occurred within 10 business days from the date we receive your notification, and will promptly correct any error made by Peoples National Bank. We may need more time to complete the investigation, and may take up to 45 days for such investigation, in which case Peoples National Bank will provide provisional credit so you will have access to the funds in your account.

14. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card, PIN or code has been lost or stolen.

If you tell us within two business days, you can lose no more than \$50 if someone used your card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500.

If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time.

15. Liability for Failure to Complete Transfers

- a. If we do not complete a transfer to or from your Account on time or in the correct amount, we will be liable for all losses not to exceed the amount of the transfer. However, there are exceptions. We will not be liable, for instance:
- b. If, through no fault of our, you do not have enough money in the Account to complete the transfer.
- c. If circumstances beyond our control (such as flood or fire) prevent the transfer, despite reasonable precautions we have taken.
- d. If the funds in the Account are subject to legal process or other encumbrance restricting such transfer.
- e. If the Service was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.
- f. If there is an allegation of fraudulent activity concerning the Account.
- g. If other rules, regulation or agreement of the Bank so provide.

16. Fees

There are no fees charged by us for your use of the Service. However, our Account fees are listed on our Fee Schedule and you agree to pay all fees we charge in connection with the use of your Account.

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

You agree to access this website and/or mobile app in compliance with our Mobile banking Terms and Conditions, which are available at Peoples National Bank consumer online banking website and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

You may cancel your use of the Service at any time. Your cancellation will be effective once it is received by us and we have had reasonable time to process your cancellation. However, this Agreement shall remain in effect for transfers made and, services rendered by or to any use of the Service in connection with your Account. We may cancel your use of the Service for any reason, or for no reason, and at any time without notice.

19. Right to Terminate Access

We may terminate or suspend this Agreement or the Service at any time and at our discretion, without notice, unless required by law or regulation. Your use of the Service will be temporarily suspended in the event your contact information changes, and may be terminated or temporarily suspended in the event your account type or account ownership role changes. In the event of termination of this Agreement or the Service, the terms in this Agreement that by their nature are continuing shall survive such termination, including but not limited to the disclaimers and limitations of liabilities.

20. Disclaimer of Warranties

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

21. Limitation of Liability

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

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

22. Indemnification

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

23. Governing Law; Choice of Law; Severability

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be wholly performed within such State. This Agreement has been accepted by Peoples National Bank in Jefferson County, Illinois. Any disputes under this Agreement shall be brought, and venue lies, in the state court located in Jefferson County, Illinois, unless Peoples National Bank is required to bring such disputes in another county.

24. Miscellaneous

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

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