

Zelle® Network Terms of Use

Effective September 30, 2026

In this Terms of Use document, for consumer accounts, the words "you" and "your" refer to the owners of an eligible First Bank consumer checking account; for eligible First Bank small business checking accounts, the words "you" and "your" refer to the business or its authorized signers, and each person subscribing to Business eBanking, and to each person who uses Business eBanking with the permission of the subscriber. "We", "us", "our" and "Bank" refer to First Bank. This document supplements the terms of the other agreements you have entered into with us, including, but not limited to, the eBanking Services Agreement, the Business eBanking Information Reporting and Transaction Initiation Agreement, the Deposit Account Agreement, Consumer Privacy Notice, the Notice at Collection, and the Terms and Conditions of your account, as applicable, and related fee schedules and disclosures that govern your deposit account(s) with us, as amended from time to time (collectively, the "Account Agreements"). In the event of a conflict between the terms of this document and any Account Agreements, the terms of this document will control in regard to the provision of the Service outlined below.

1. Description of Services

- a. The Zelle® Network ("Zelle®") is a convenient way to transfer money between you and other people you know and trust, who are enrolled with First Bank, or with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses, U.S. 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 transferred by a Network Financial Institution.
- c. **THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY OR OTHERS YOU KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT KNOW AND TRUST.**

2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated authority to act on your behalf to use or access the Service, you agree to the terms and conditions set forth herein ("Terms of Use"). You represent that you have the authority to authorize debits and credits to the enrolled First Bank account.

You agree that if you are using the Service as a means to conduct small business activity, then you will link your enrolled email address, U.S. mobile phone number, or Zelle® tag, to your eligible small business checking account, and not to your eligible personal checking account. You also agree that you may not use the Service with any commercial account with us to receive money. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with a commercial or other ineligible business account or to receive 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 commercial purposes, or for any unlawful purpose.

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.

To help protect you from scams, the Service should only be used for payments between friends, family, businesses, and others you know and trust. The Service should not be used to pay for goods. The Service is not intended, and should not be used, for the purchase of goods from retailers, merchants, or other sellers, including on or through social media or social media

marketplaces or messaging apps. Neither we nor Zelle® 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). See Section 10 below titled "Liability" for more information.

You agree that you will not authorize a third party to use the Service or share your First Bank eBanking credentials with a third party to use the Service on your behalf except in legally authorized situations such as a 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 allows you to send or receive money using your eligible consumer or small business account. Verification that you are the Company Administrator of the Business eBanking profile (as defined in the Business eBanking Information Reporting and Transaction Initiation Agreement) for the business (or you have been granted access by the Company Administrator) is required for First Bank small business Zelle® users. We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for illegal or other purposes that expose First Bank of Zelle® to risk or liability, or we believe, in our sole discretion, that you have otherwise violated the terms and conditions of using this Service.

We may determine other eligibility criteria in our sole discretion.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or clients 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 of Use. 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 use an alpha-numeric identifier unique to your registered User profile to be used in lieu of your U.S. 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 associated 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 of Use. 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 may amend or revise these Terms of Use from time to time, subject to applicable law, in our sole discretion by posting updated Terms of Use on your First Bank mobile app and in Consumer and Business eBanking (collectively referred to as eBanking). You should review these Terms of Use frequently so that you are aware of amendments or revisions. If at any time you don't agree with the Terms of Use, you must promptly unenroll from the Service. Your continued use of the Service after any amendment, modification, or change to these Terms of Use shall constitute your agreement and acceptance of such amendment, modification, or change.

3. Consent to Share, Use, and Disclose Personal Information (Including Account Information); Privacy and Information Security

You agree that we may collect, transmit, store, use, and disclose certain information about you and your use of your First Bank account in the Service. You understand and acknowledge that third parties, such as Zelle® and Network Financial Institutions, will have access to certain details of the transactions you make using the Service. You understand and acknowledge that First Bank does not have control over the privacy and security of any information that you provide to any third party and that any information you disclose to a third party is subject to that third party's privacy policies and not the First Bank Online Privacy Statement, Consumer Privacy Notice, or California Consumer Privacy Act Notice.

First Bank will collect, transmit, store, use, disclose, and protect your personal information in accordance with our [Online Privacy Statement](#), [Consumer Privacy Notice](#), and California Consumer Privacy Act Notice, which explain the information we collect, under what conditions we may disclose that information, and the measures we take to protect it.

4. Wireless Carrier Data

We or Zelle® may use information on file with your wireless carrier 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 (including your mobile number, name, address, email address, network status, customer type, customer role, billing type, mobile device identifiers, and other subscriber status and device details), if available, to Zelle® or its or First Bank's service providers for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

5. Enrolling for the Service

To participate as a User, you must first enroll to use the Service through your First Bank mobile app or eBanking. For consumer accounts, you are eligible to enroll through the First Bank eBanking system or the First Bank On The Go mobile app. For eligible small business accounts, you are eligible to enroll through First Bank Business eBanking system or the First Bank Biz To Go mobile app. For an eligible small business account to enroll with Zelle®, the Company Administrator of the Business eBanking profile must be the first person to enroll. If you do not see Zelle® in Business eBanking, you should contact us at 1-866-326-7113.

For both consumer and small business accounts:

- 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. You may not enroll in the Service with an email address that contains terms or derivatives of terms that are indecent, offensive, or objectionable or that misrepresent the purpose for which you will receive payments.
- b. Once enrolled, you may:
 - i. authorize First Bank to debit funds from your enrolled First Bank account to send

- money to another User either at your initiation or at the request of that User; and
- ii. receive money to your enrolled First Bank account 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 eighteen (18) consecutive months, you understand and agree that we may inactivate any email address or U.S. mobile phone number that you used to enroll with the Service. 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, we receive information that you are not the owner of the mobile number or email address, or we inactivate your email address or U.S. mobile phone number, then you understand that you will not be able to send or receive money with the Service until you enroll again with a valid email address or U.S. mobile phone number.
 - 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 it with Zelle®.
 - e. If you enroll for the Service and select to use a Zelle® tag, the U.S. 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.
 - f. We reserve the right to deny your request to enroll in the Service if you are using a phone number or email address that is disallowed, we are unable to verify your identity, for fraud prevention purposes, and for any other reason not prohibited by applicable law.

6. 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 money from or receive money to your enrolled First Bank account as described in these Terms of Use.

You consent to the receipt of emails and/or text messages from First Bank and our agents, Zelle® and its agents, other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Service or related transfers between Network Financial Institutions and you. You agree that First Bank, Zelle®, or any of our agents may use automatic telephone dialing systems in connection with text messages sent to any U.S. mobile phone number you used to enroll with the Service.

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 U.S. mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either First Bank or Zelle® or that First Bank or Zelle® may send on your behalf to an email address or U.S. 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 further represent that you and the recipient are located within the United States when sending or accessing electronic messages related to this Service. You understand and

agree that any emails or text messages that First Bank or Zelle® sends on your behalf may include your name.

- d. Neither First Bank nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from First Bank or Zelle®, including messages that you may send through First Bank or Zelle® or that First Bank or Zelle® may send on your behalf.
- e. To cancel text messaging from First Bank, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact the First Bank Service Center at (800)760-BANK (2265). You expressly consent to receipt of a text message to confirm your "STOP" request to opt-out of text messaging.
- f. Supported Carriers: Most major carriers, such as AT&T, T-Mobile, U.S. Cellular, and Verizon, are supported. Some restrictions may apply.

7. Review of Transfers

All transfers of funds through Zelle® are subject to review by First Bank for compliance with applicable laws, including, without limitation, the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism ("PATRIOT") Act of 2001, and the rules and regulations adopted pursuant thereto, as well as the trade and economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Transfer reviews may also assess whether your account activity and the activity of Users with whom you have transacted comply with these Terms of Use and your First Bank account agreement(s). All funds transfers through Zelle® may also be screened against applicable sanctions lists and programs administered by OFAC. All and any information, obligatory or optional, provided in the funds transfer instructions, description of the transaction, or any other information submitted in connection with the funds transfer may be used by First Bank in its review. Such review may result in a transfer being delayed, blocked, rejected, canceled, investigated, or otherwise handled as required by applicable law. First Bank may also be required to block, freeze, reject, report, or take other action with respect to a transfer, account, or funds to comply with OFAC sanctions programs or other legal and regulatory obligations.

Additionally, you agree that we may, without prior notice to you, place a hold on your enrolled First Bank account if we are notified that any transfer of funds received by you through Zelle® is subject to a dispute or may have been obtained through fraudulent or criminal acts. You agree that, in addition to placing a hold, we may, without prior notice to you, return such funds and debit your enrolled First Bank account in the amount of the returned transfer.

8. Receiving Money; Money Transfers by Network Financial Institutions

Once a User initiates a transfer of money to the email address, U.S. mobile phone number, or Zelle® tag you used to enroll 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 First 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 transfer of funds may take longer. For example, in order to protect you, First Bank, Zelle®, and the other Network Financial Institutions may need additional time to verify your identity or the identity of the User sending the money. First Bank may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a transfer that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). We may delay or place limits on the availability of funds received in accordance with our fraud prevention and risk management policies or to comply with applicable laws and regulations.

If you are receiving a transfer of funds from a business or government agency, such transfer will be delivered in accordance with both these Terms of Use 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; Cutoff Times

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) these Terms of Use, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your enrolled First Bank account. You understand that when a payment you have initiated begins processing, you will have no ability to stop it. However, you may cancel a payment after it has begun processing 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 to whom you sent money 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 enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, First Bank, Zelle®, 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®, the intended recipient will receive a text or email notification instructing them how to enroll to receive the money. If the recipient is not enrolled as a User, once the recipient completes Zelle® enrollment, the Zelle® transfer will generally take between a few minutes to three business days to be sent or received. The recipient has fourteen (14) calendar days to complete Zelle® enrollment once they receive a notification to enroll with Zelle® to receive funds. After fourteen (14) calendar days, the payment will expire and will not be completed.

You understand and acknowledge that a person to whom you are sending money who is not enrolled 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.

You understand and agree that we may reject a transfer for reasons including, but not limited to, the following: (i) your enrolled First Bank consumer account is closed or does not have a sufficient Available Balance to complete the transfer on the transaction processing date; (ii) your enrolled First Bank small business account is closed or does not have a sufficient Accessible Balance to complete the transfer on the transaction processing date (Accessible Balance is defined as Available Balance plus all related/linked account's Available Balances less collectable or available float); (iii) your Zelle® access has been restricted, suspended, or terminated; (iv) you are ineligible to use Zelle® at the time of the transfer request for any reason; (v) the recipient's account number, email address, U.S. mobile phone number, or tag is invalid; (vi) the transfer would exceed your Zelle® limits; (vii) for security or fraud prevention reasons; or (viii) the payment cannot otherwise be processed. If we or Zelle® delay or block a transfer you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

First Bank has no control over the actions of Zelle®, other Users, other Network Financial Institutions, or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Transfer requests that are made before our daily cutoff time of 10:00 PM CT on a business day will generally be completed and post to your enrolled account on the same business day. Payment requests made after the daily cutoff time or on a non-business day (Saturday, Sunday, federal holidays, and days when banks are legally closed) may immediately appear as a pending transaction but will not post to your enrolled account until the next business day.

10. Liability

Except as otherwise provided in these Terms of Use, neither we nor Zelle® shall have liability to you for any transfers of money under the Service, 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, keystroke errors, or other errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU KNOW AND TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT KNOW AND TRUST. NEITHER FIRST BANK NOR ZELLE® 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).

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE OR BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT YOU, NOT FIRST BANK OR ZELLE®, ARE SOLELY RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU MAY HAVE WITH ANY OTHER USER YOU SEND MONEY TO OR REQUEST OR RECEIVE MONEY FROM USING THE SERVICE. REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT FIRST BANK TO DISPUTE A TRANSACTION.

11. Send Limits

Your Zelle® dollar send limits may be disclosed in the Zelle® user experience in your First Bank mobile app and eBanking when you exceed them. We reserve the right, at any time and in our sole discretion, to place limits on the dollar amounts and frequency of Zelle® transfers you may make. Transfers may be subject to transaction, daily, and monthly limits that may change from time to time, at our sole discretion. If you attempt to make a transfer in excess of these limits, your transfer may be rejected.

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 these Terms of Use, 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 First Bank, Zelle®, Network Financial Institutions, and each of their respective owners, directors, officers, employees, and agents from and against any and 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. Your Responsibility for Errors

If you have a question about a transfer you received or expected to receive, or a question about a transfer you sent, we recommend you contact the sender or recipient and attempt to resolve the issue.

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you to submit

transfer instructions on your behalf.

You understand that Zelle® and other Network Financial Institutions receiving the transfer instructions may rely on such information. First Bank, Zelle®, and other Network Financial Institutions are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand and agree that if you provide First Bank with incorrect information or if there is any error in your instruction, you 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, First Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the untrue, inaccurate, not current, or incomplete information.

14. Error Resolution Procedures for Consumer Accounts

A. In Case of Errors or Questions About Your Electronic Fund Transfers

Call or write to us by contacting your local First Bank office at the phone number or address shown on your periodic statement (or as shown below) as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we delivered the FIRST statement to you on which the problem or error appeared.

Call: 1-800-760-BANK (2265)
Write: First Bank
ATTN: First Bank Service Center
11901 Olive Boulevard
Creve Coeur, MO 63141

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. In certain instances, we may provide credit sooner. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

B. Your Liability for Unauthorized Electronic Fund Transfers

Each transfer made using the Service will appear on your account statement. **Please review your statements promptly.**

You are responsible for all requests and transfers you make using the Service. If you permit other persons to use the Service on your behalf, you assume all risks and losses associated therewith, and you are responsible for any requests and transfers they make from your enrolled accounts.

Tell us AT ONCE if you believe your Debit Card (Card), mobile phone, Personal Identification Number (PIN), eBanking Username, Password, or other code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Contacting us by telephone at 1-800-760-BANK (2265) is the best way of keeping your possible losses down. You could lose all the money in your account (plus your available overdraft line of credit limit or the Available Balance of your Overdraft Transfer linked deposit account). If you tell us within two business days after you learn of the loss or theft of your Card, mobile phone, PIN, eBanking Username, Password, or other code, you can lose no more than \$50 if someone used your Card, mobile phone, PIN, eBanking Username, Password, or other 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, mobile phone, PIN, eBanking Username, Password, or other code, and we can prove we could have stopped someone from using your Card, PIN, eBanking Username, Password, or other code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip, a hospital stay, or the illness of a family member kept you from telling us, we may extend the time periods.

If you are enrolled in Consumer eBanking, you acknowledge and agree that a separate eBanking Services Agreement defines the terms and conditions of eStatements presented in eBanking; including, but not limited to, the date your eStatement is delivered to you in eBanking is the date your periodic account statement was delivered to you for all legal and regulatory purposes. Requirements for you to report unauthorized electronic fund transfers are based on the delivery date of your eStatement in eBanking.

C. Our Liability for Failing to Complete Transfers

If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages. There are some exceptions, however. We will not be liable, for example, if:

- 1) Through no fault of ours, you do not have enough of an Available Balance in your account to make the transfer;
- 2) The transfer would exceed the Overdraft Privilege Service Limit (if applicable);
- 3) The transfer would exceed the available credit on your Preferred Credit Loan you have with us (if applicable);
- 4) Circumstances beyond our control (such as fire, flood, water damage, power failure, pandemic, strike, labor dispute, computer breakdown, rolling blackout, data communications line disruption or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- 5) The eBanking system, mobile app, ATM, POS terminal, Zelle® Service Network, or other service provider network was not working properly, and you knew about the problem when you started the transaction;
- 6) The transaction cannot be completed because your Card or other access device is damaged;
- 7) The funds in your account are subject to any of the following holds: debit card authorization holds, holds in accordance with our Funds Availability Policy, loan collateral holds, or legal holds, or are otherwise not available for withdrawal;
- 8) The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- 9) We have reason to believe the transaction may not have been authorized by you.

- 10) You have not provided us with complete and accurate information to send the transfer, including but not limited to the following information: the account numbers for your Send To and Send From Accounts, the email address or U.S. mobile phone number of the recipient, and the transfer amount;
- 11) You are no longer enrolled in eBanking, your account is closed, or we have been informed or determined that you or the recipient have requested that their U.S. mobile phone number or email address be inactivated for transfers;
- 12) We discover that the U.S. mobile phone number or email account no longer belongs to you;
- 13) Through no fault of ours, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions, or is not enrolled as a Zelle® User with a Network Financial Institution;
- 14) Through no fault of ours, the person to whom you are sending money does not receive the transfer because it is refused or returned by the recipient or the recipient's financial institution;
- 15) For security reasons, First Bank has placed restrictions on your account(s) or your ability to use Zelle® or other transfer services; or
- 16) You have failed to use your account(s), Zelle®, or other transfer services in accordance with our instructions, or the transfer would violate applicable laws or regulations.

There may be other exceptions stated in our other agreements with you.

15. Additional Provisions Only Applicable to Small Business Accounts

The provisions in Section 14-Error Resolution Procedures for Consumer Accounts do not apply to business or other non-consumer accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts. You should notify us immediately if you discover any unauthorized transactions or errors involving your account. You must confirm any verbal notice by sending us a written notice of the problem within a reasonable time, not to exceed 14 days from the date of discovery or the delivery of the first statement or notice reflecting the problem, whichever occurs first.

Transactions are not considered unauthorized if they are made by a business co-owner, an authorized signer, or any other person with an interest in or authority to transact business on your account, even if the person exceeds any authority given by you.

16. Fees

We do not currently charge fees for using the Service; however, we reserve the right to charge a fee for the use of the Service and any additional related services or features that we may introduce. We will provide you with reasonable notice of any fees that will apply to the Service and when they will be charged. You understand and agree that you are responsible for paying all applicable fees associated with your use of the Service, such as your internet service provider and/or mobile carrier's data fees. Account fees may be assessed against your enrolled account pursuant to the Deposit Account Agreement and Schedules of Fees (e.g. monthly maintenance fees, Business Account Analysis fees, and other service charges).

17. Use of Our eBanking Systems and/or Mobile Apps

For consumer accounts: You agree to access the Service through First Bank's eBanking system and/or the First Bank On The Go mobile app in compliance with our Website [Terms of Use](#) and [eBanking Services Agreement](#), which are incorporated into and made part of these Terms of Use by this reference.

For small business accounts: You agree to access the Service through First Bank's Business

eBanking system and/or the First Bank Biz To Go mobile app in compliance with our Website [Terms of Use](#) and Business eBanking Information Reporting and Transaction Initiation Agreement, which are incorporated into and made part of these Terms of Use by this reference.

In the event of a conflict between these Terms of Use and the terms contained in the eBanking Services Agreement, Business eBanking Information Reporting and Transaction Initiation Agreement, and/or Website Terms of Use, these Terms of Use will control for the Zelle® Services only.

18. Your Ability to Cancel or Modify the Service

You may cancel your use of the Service at any time by notifying First Bank of your intent to cancel by calling us at 1-800-760-2265 (BANK) or 1-866-326-7113 for small business accounts, or by logging into the appropriate First Bank eBanking system or mobile app, navigating to the Setting/Preferences menu, selecting the Zelle® Settings option, and then selecting the Opt-Out link. Cancelling your use of the Service means that you will no longer be eligible to send or receive money using the Service. At the time you instruct us to cancel your use of the Service, any transfers in process at the time you cancel the Service will be completed to or from your enrolled First Bank account, but you will not be able to initiate new transfers to or from your enrolled First Bank account through the Service. With respect to a User with whom you have previously transacted using Zelle®, you may request that we restrict such User's ability to send you a payment or request a payment from you. If you need assistance cancelling the Service or restricting another User's ability to transact with you, please contact the First Bank Service Center at 1-800-760-BANK (2265) or 1-866-326-7113 for small business accounts.

19. Our Right to Modify, Suspend or Terminate Your Access to the Service

We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other User or third party. We may from time to time make available additional or new features to the Service. Your use of such additional features may require approval by First Bank, at our sole discretion, and additional terms and conditions may apply.

We reserve the right, subject to applicable law, to terminate, suspend or restrict the Service and your right to use the Service, in whole or in part, at any time and for any reason without cause and without prior notice, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate these Terms of Use or the rights of First Bank and/or Zelle®, or if you provide us with false or misleading information or interfere with other Users or the administration of the Service.

The Service may not be available at all times. We may also suspend or terminate a transfer or your right to use the Service immediately and without prior notice to you at any time if we incur a problem with your use of the Service, including without limitation a failure in attempting to debit your enrolled account or to collect with respect to any of your transfers using the Service. Suspension or termination of your right to use the Service will not limit any other rights or remedies we have under these Terms of Use or otherwise. You understand and agree that such action is reasonable for us to take to protect ourselves from loss. If we suspend your use of the Service, you may request reinstatement by contacting the First Bank Service Center at 1-800-760-BANK (2265) or 1-866-326-7113 for small business accounts. In the event that your Service is terminated, any obligations or liabilities incurred by you prior to the date of termination shall survive the termination of your right to use the Service. First Bank reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event First Bank agrees to reinstate your use of the Service, we reserve the right to restrict your use of the Service, including transfer limit amounts, for such period of time as we deem appropriate.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE 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 FIRST BANK, ZELLE®, NETWORK FINANCIAL INSTITUTIONS, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS 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 WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH THESE TERMS OF USE, 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 FIRST BANK, ZELLE®, NETWORK FINANCIAL INSTITUTIONS, AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS 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 these Terms of Use, you agree to indemnify, defend and hold harmless First Bank, Zelle®, Network Financial Institutions, and each of their respective owners, directors, officers, employees, and agents from and against any and 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 these Terms of Use.

23. Governing Law; Choice of Law; Venue; Waiver of Class Action Rights; Severability

These Terms of Use are governed by the law of the state in which your enrolled account is located. If you opened your enrolled account in person, it is deemed to be located in the state in which you opened it. If you opened your enrolled account online or by telephone and you reside in a state in which we maintain a branch at that time (or reside within 50 miles of a branch), your account is deemed to be located in the state in which the branch is located. If you reside anywhere else, then your enrolled account is deemed to be located in Missouri. You agree that any dispute between you and us that relates to or arises from these Terms of Use will be resolved exclusively in the State or Federal court for the County of St. Louis, Missouri, that such court is the most convenient venue or forum for the resolution of such disputes, and such court has jurisdiction over you.

You acknowledge and agree that the Dispute Resolution provisions in the Deposit Account Agreement (including the Class Action Waiver) are fully applicable to these Terms of Use, regardless of any conflict, and that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce the Waiver of Class Action provision against you.

If any provision of these Terms of Use is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise

affected.

24. Miscellaneous

Subject to these Terms of Use, 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 client service generally will be available Monday through Friday, excluding U.S. bank holidays. Contact the First Bank Service Center by calling 1-800-760-BANK (2265) from 7:00 AM to 9:00 PM CT, and Saturday from 9:00 AM to 5:30 PM CT.

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