

# CLASSIC BANK

## Online Banking Service Agreement

This Online Banking Service Agreement ("OBSA" or "Agreement") contains terms and conditions that govern the use of Classic Bank's Online Banking Services; including Personal Internet Banking and Business Internet Banking, Bill Pay, and other electronic or digital services that we may offer now or in the future ("Services"). This Agreement also documents your consent to conduct transactions electronically; and to receive periodic statements, and disclosures, notices and other communications ("Notices") regarding Classic Bank's products and services electronically, if you affirmatively consent to electronic delivery.

The words "you" and "your" refer to each Classic Bank account holder who is a natural person or a business entity and each person who uses Classic Bank's Online Banking Services for that account with the account holder's authorization or permission.

The words "we," "us," and "our" refer to Classic Bank, N.A., (Classic Bank), the depository bank holding your account(s).

The terms and conditions of your deposit account(s), loan account(s), or any other account established at Classic Bank (Account), as well as other disclosures including but not limited to Electronic Funds Transfer, Expedited Funds Availability, and Privacy remain effective. Your acceptance of this Agreement does not alter any terms or conditions of other agreements governing your Account.

If you use Services primarily for business purposes, certain provisions of this Agreement may not apply to you because certain provisions only apply to the Bank's customers who establish accounts primarily for personal, family or household purposes ("Consumer Customers").

In order to utilize the Services, you must have a computer and obtain access to the Internet with compatible hardware, software and web browser. We require that you use a web browser that supports adequate security measures including SSL encryption technology or additional security measures as we may require. A list of supported operating systems and browsers may be found at [www.classic.bank](http://www.classic.bank). You will also need to have Adobe Acrobat Reader version 6.0 or newer to access pdf documents. Obtaining and maintaining adequate Internet access is your responsibility, and you are solely responsible for all Internet Service Provider ("ISP") fees and costs. You understand that Classic Bank is not responsible for any computer virus or related problems that may be associated with your use of the Internet in general or your use of the Services.

If you choose to activate the optional Mobile Banking Services, you must have a mobile device with SMS text message functionality and/or ability to access the Internet via a web browser, as well as any other compatible wireless hardware and software necessary to operate such mobile device. You understand that you must also have a mobile device wireless service plan with a suitable mobile device service provider of your choice. You understand that your mobile device service (including mobile device internet connection) is not part of the Services or the optional Mobile Banking Services. You understand that you are responsible for acquiring, maintaining and operating your mobile device and its related hardware and software and for all associated costs and expenses, including, without limitation, all fees you incur for data transfers and as a result of sending and receiving SMS text messages through your mobile device service. You assume full responsibility for ensuring these requirements are met in the event any changes are made to your existing mobile device and/or the associated service plan. You understand that we are not responsible for any of your mobile device errors or failures, or its software and we are not responsible for any viruses or related problems that may be associated with your use of the Services via our Mobile Banking services.

You must have an eligible account. Eligible accounts for Internet Banking include Classic Bank checking accounts, savings accounts, money market accounts, certificates of deposit, IRAs, consumer or commercial loan accounts. Eligible accounts for Classic Bank's Bill Pay service include Classic Bank checking accounts, savings accounts and money market accounts. Federal law restricts the number of certain transfers from savings accounts and money market accounts to no more than six per month.

Once you consent to this Online Banking Service Agreement (OBSA) you will be able to use electronic Services. If you do not agree, you will not be able to use Services, receive electronic statements, Notices, or apply to open accounts on-line. We reserve the right to suspend or terminate your use of Services.

You may terminate this Agreement and/or one or more of the online banking services that you have selected, including Mobile Banking, at any time with or without cause, upon advance notice to Classic Bank. You may terminate this Agreement,

by telephone or by written notice. If by telephone, you must contact Classic Bank's Internet Banking group at 800.789.6461 or at [internetbanking@classic.bank](mailto:internetbanking@classic.bank).

We reserve the right to amend this Agreement at any time, and without advance notice, unless advance notice is required by applicable law or regulations. If advance notice of change(NOC) is required, we will generally deliver the NOC to you by regular USPS mail, by email, or any other permissible method at least 30 days (or in some cases 21 days) before the effective date of change. You agree that Classic Bank is not liable or otherwise responsible if you do not receive a NOC via email because your primary email address of record is invalid, inactive, erroneous, or you have not informed us of a new or corrected email address. Your use of the Services after any changes or amendments are effective constitutes your agreement to be bound by the terms and conditions of the amended Agreement. You may review the most current version of this Agreement anytime at [www.classic.bank](http://www.classic.bank).

Children should always ask their parent or guardian for permission before sending personal information to anyone online. You understand that only the parent or legal guardian of a child under the age of 13 has authority to access Online Banking Services, even if the account has been established on behalf of that child. **If you permit a child under the age of 13 to use our Online Banking Services, or give the child your User ID, Password, or any other credentials or tokens, you understand that you are responsible for all activity the child initiates from or to any of your accounts, even if he or she exceeds your authorization. You understand that you can call our Internet Banking Department at 800.789.6461 or 254.697.6461, or email us at [internetbanking@classic.bank](mailto:internetbanking@classic.bank) if you have any questions or concerns.**

At our sole discretion and without limitation, we reserve the right to suspend or terminate, for any reason, and without prior notice (unless required by applicable law or regulation), any and all of the Service listed herein, and any future services provided to you. Termination of this OBSA will cancel any scheduled Transfers and Payments. After 90 consecutive days of inactivity, whether or not there are any scheduled Transfers or Payments pending, your User ID will be revoked. You will need to contact Internet Banking support at 800.789.6461 or 254.697.6461 to have your User ID re-activated.

This OBSA, as it may be amended from time to time, together with any and all addendum and other disclosures or documents incorporated herein by reference (including but not limited to, the deposit account Terms and Conditions of Your Account, and the regulatory disclosures which have been made a part of therein, such as the Electronic Fund Transfers disclosure, and Your Ability to Withdraw Funds disclosure), contains the entire agreement between you and the Bank and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to these services.

#### **WARRANTY DISCLAIMER**

While we hope that the Services are useful and reliable, you understand that we and our third-party service providers cannot and do not make any representation or warranty: (i) that you will have continuous or uninterrupted access to the Services or any of its information, content or functions; (ii) that the Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, CLASSIC BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE 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, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES DESCRIBED HEREIN OR PROVIDED. WE ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE SERVICES. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICES SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUST DELIVERY OF THE SERVICES.

#### **LIABILITY LIMITATION**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL CLASSIC BANK, OUR OWNERS, DIRECTORS, OFFICERS, 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 SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED HEREIN OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED HEREIN OR PROVIDED, EVEN IF CLASSIC BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE

**DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.**

**IN ANY JURISDICTION WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF CLASSIC BANK, OUR OWNERS, DIRECTORS, OFFICERS OR 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).**

#### **INDEMNIFICATION**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLASSIC BANK AND ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, LICENSORS, AGENTS, AND THIRD-PARTY SERVICE PROVIDERS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY YOU OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO THE SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY YOU; (iv) CONSTITUTE A VIOLATION BY YOU OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH YOU HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH YOU HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT CLASSIC BANK IS NOT RESPONSIBLE.**

#### **GOVERNING LAW; SEVERABILITY**

**The laws of the state of Texas shall govern this Agreement. You hereby irrevocably consent that all claims or disputes arising out of or in connection with this Agreement and applicable Services shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Western District of Texas, Waco Division, or Milam County, Texas, USA.**

**If any provision of this Agreement conflicts with the law under which this Agreement are to be construed or if any provision of this Agreement are held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.**

#### **ELECTRONIC DELIVERY CONSENT**

**If you choose to receive online statements and electronic Notices, you have the right to withdraw your consent to receive such at any time by canceling your enrollment in the service. You can do this from the Customer Service section of Online Banking. There is no fee to withdraw your consent to receive online statements and electronic Notices and begin receiving them in paper form.**

**To receive your statements and Notices electronically, you will need access to a computer that satisfies the minimum web browser requirements for online banking. A list of supported browsers can be found at the link provided on page one of this Agreement. You must also have Adobe 6.0 or newer to view statements and Notices in PDF format. Additionally, you will need access to a printer or the ability to download the information, in order to keep copies for your records. By consenting, you understand and agree that you can meet these requirements.**

**We reserve the right to deliver periodic statements and "Notices" on paper rather than electronically.**

**If you wish to receive a paper copy of a disclosure or other information that is delivered to you electronically, please call 254.697.6461, or email [internetbanking@classic.bank](mailto:internetbanking@classic.bank), or write to Classic Bank, P. O. Box 835 Cameron, Texas 76520. Please be as specific as possible regarding the information you are requesting, but do not include nonpublic personal information such as account numbers or Social Security Numbers in email, as it is not secure. Statements and notices will only be mailed to the address we have on file. There is no fee to request a paper copy of a regulatory notice or a copy of the terms and conditions and fees on your account. If you wish to have a paper copy of a statement or check mailed to you, normal research fees will apply.**

**You are responsible for providing us with updated contact information, such as changes in your email address. You can**

update and change your email address at any time from the Customer Service section of Online Banking.

## **ONLINE BANKING FUNCTIONS AND GENERAL DESCRIPTIONS OF SERVICES**

**Funds Transfers** – You may perform unlimited transfers between eligible accounts. You may not make more than six (6) transfers per month from any savings or money market account. All transfers conducted prior to 10:00 PM CT will process on that business day.

**Balance Inquiries** – You may use online banking to check balances on all deposit and loan accounts.

**Account Services** – You may use online banking to view copies of checks and deposit account statements, place stop payments on checks, set up account alerts, and download account information to Microsoft Money, Intuit Quicken, or Intuit QuickBooks.

**External Transfers** – External transfers allow qualified customers to electronically transfer money between eligible deposit accounts at Classic Bank and other financial institutions that are located in the United States and have a valid ABA routing number. If you use the External Transfer Service, you represent and warrant that you are the owner of the account(s) selected for the External Transfer Service and /or you have been authorized by the owner of the accounts to use this service. External Transfer Services are subject to application and approval once eligibility period has been completed.

- You may use external transfers only to make transfers to and from your eligible Classic Bank accounts and any eligible checking, savings, or money market accounts at Approved Financial Institutions, from which accounts you must be authorized to make withdrawals and you have verified your ownership (Verified Account).
- When you transfer funds from a Verified Account at any financial institution to your eligible Classic Bank account, the funds will not be available for your use or withdrawal until three (3) business days after the transfer is conducted even if the transfer is reflected in your current balance.
- You may only make transfers to and from your eligible Classic Bank accounts and Verified Accounts at other financial institutions for which you have authority to do so.
- In any one business day, the total aggregate amount of all transfers to Verified Accounts from eligible Classic Bank accounts cannot exceed \$2,500.00. In any one business day, the total aggregate amount of transfers from Verified Accounts to eligible Classic Bank accounts cannot exceed \$2,500.00. Other restrictions apply and will be disclosed to you upon approval of External Transfer Services. We may change limits and restrictions at any time without prior notice.
- We may terminate your access to the External Transfer Service without prior notice if:
  - Any of your accounts with Classic Bank are not in good standing
  - You have had any External Transfers canceled, revoked or incomplete due to insufficient funds, stop payments, revoked authorizations, frozen accounts, or
  - Known of suspected fraud, or any other event that creates an unanticipated liability for Classic Bank.

**Online Statements** – You may opt to receive your periodic account statement electronically. You can enroll for on-line statements by going to the Statement Tab under the Account Tab in Internet Banking. Once this option is selected, your next periodic statement notice will be sent electronically to the email address on record.

**Bill Pay** – An optional service that allows you to schedule one time or recurring payments to third parties. See *Bill Pay Service Functionality* below for detailed information.

**Mobile Banking** – An optional service that provides easy access to the important financial information in your Classic Bank deposit and loan accounts. It provides the functionality from view balance to view and search transactions, and transaction capabilities such as account-to-account transfers. The functions can be expanded when you choose additional optional mobile services that we offer. Our Mobile Banking service can deliver content to all major mobile platforms. See *Mobile Banking* below for detailed information, and our *Mobile Banking Terms and Conditions*.

**Mobile Deposit** – An optional service that enables consumers to use our Classic Bank Mobile Banking app and certain hardware (such as a smartphone or other mobile device) to take a picture of certain checks and Paper Items and transmit the images to us for deposit to their Classic Bank deposit account. Specifications and terms for mobile deposit are in our *Mobile Deposit Terms and Conditions*.

**Mobile Wallet** – An optional service that enables consumers to use their smartphone to make purchases in stores, at the table in restaurants, online, and much more.

**Account to Account (A2A) Payments through Zelle®** – An optional service that provides a fast and easy way for you to make payments or transfer money between your Classic Bank deposit account and other consumers' accounts held at Classic Bank or at other financial institutions, using our Mobile App. Details are disclosed in our Terms and Use for Zelle® Pay agreement.

#### **BILL PAY SERVICE FUNCTIONALITY:**

**Make Payments** – You may make or schedule bill payments as needed. Payments can only be made to payees within the US and its territories. You can make payments to natural persons and businesses.

**Automatic Payments** – You may set up payments to pay automatically on an ongoing basis. You set up the frequency, amount and timing of the payment. The amount is fixed and will not change unless you manually change it.

**Payment Processing** – You authorize us to follow your payment instructions. We will deduct your payment from your designated account on the "Send on Date" or up to two business days after the "Send on Date". For Automatic Payments we will deduct your payment from your account on the "Start Date" or up to two business days after the Start Date. We will then initiate payments to Payees. To ensure on-time payments, allow at least 3-5 business days to process most payments; and 7-10 days to process payments by check.

**Bill Pay Timing** – Bill payment made by 8:00 PM CT Monday through Friday will process on that business day. Payments scheduled on a Saturday, Sunday or federal holiday will auto adjust to the next business day.

**Bill Pay Alerts** – Customers are automatically alerted by email when certain conditions occur. All alerts will have a description or reason for the alert. An alert will be sent when the following situations occur:

- Funding accounts are set to a pending status for bill payments,
- payment cancelled because of customer activity,
- payment cancelled because of exception conditions, and
- debit returns.

You are responsible for having sufficient and available funds on deposit to make payments and transfers on scheduled dates. We may deduct payments or transfers from your designated account in conjunction with any of the above listed services, even if such creates an overdraft. You are liable for all applicable overdraft fees.

#### **MOBILE BANKING – GENERAL DESCRIPTION OF SERVICES AND CONSENT**

Mobile Banking enables you to access your Classic Bank deposit and loan accounts via a mobile device. Mobile Banking enables you to access information on accounts that are tied to your Classic Bank Internet Banking account; including Balance Inquiries, Mini Statements, and Transfers. Once you set up your bill pay accounts (payees) in our optional Online Banking Bill Pay service you may make payments through Mobile Banking. Our Mobile Banking service is offered for free. Your wireless service provider may charge you a fee for access and text messages. Check with your wireless service provider for details on specific fees and charges.

There are three types of Mobile Banking: (1) the downloadable application, (2) the browser application, and (3) the text message (SMS) banking method. You will register for mobile banking on your mobile device. You can download our free Classic Bank app from the iTunes or Google Play Stores. You can also access the mobile web application at [www.classicbank.mobi](http://www.classicbank.mobi). This mobile site will be redirected to a secure site address of <https://m.mbanking-services.mobi/wap/home/>. Short Message Service (SMS) text banking is also available by selecting the service within the Customer Service tab within your Classic Bank Internet Banking account. You will utilize your Classic Bank Internet Banking User ID and Password to access your Mobile Banking account.

In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of your registered device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. Additionally, if your mobile device is lost or stolen, you agree to report the loss to your wireless carrier to stop service to that device. Do not report the loss of your mobile device to the bank.

You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and Internet access necessary to use these services. Classic Bank is not responsible for failures from the malfunction of your hardware, software or Internet access services. We require your browser to be, at a minimum, 128-bit encryption

enabled. If you believe that your Personal or Business Internet Banking ID is subject to unauthorized use or that an unauthorized transaction may be or has been made from a Classic Bank eligible checking account, contact our Internet Banking Department immediately at 800.789.6461, 254.697.6461, or [internetbanking@classic.bank](mailto:internetbanking@classic.bank).

#### **MOBILE DEVICE CONTACT CONSENT**

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us at that number. Your express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider.

You will need to register your mobile device before we are able to send you text messages for the Services that use text messaging.

By registering your cellular phone number for text based services, you expressly consent to receiving text messages related to any of the Services that use such functionality. Message and data rates may apply and you are responsible for any such charges. Message frequency depends on your account settings and the frequency of use of Services. You have the ability to update your contact information and manage your communication preferences at any time by logging in to your Internet Banking account or the Classic Bank App.

If you require assistance for Mobile Banking, you may contact customer support 24/7 at 1-877-580-0235.

To select and begin using our Mobile Banking service, please go to our *Mobile Banking Terms & Conditions*.

*Revision Date*  
*08/05/2022*

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# **CLASSIC BANK**

## **MOBILE BANKING ENROLLMENT TERMS & CONDITIONS**

### **END USER TERMS**

This service is provided to you by Classic Bank, N. A. and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and Classic Bank, N. A.. Section B of these End User Terms is a legal agreement between you and the Licensor.

### **SECTION A**

#### **CLASSIC BANK, N.A. TERMS AND CONDITIONS**

Thank you for using Classic 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 anytime. In case of questions please contact customer service at [mobilebanking@classic.bank](mailto:mobilebanking@classic.bank) or call 1-877-580-0235.

#### **Terms and Conditions**

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Classic Bank, N. A.. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. Classic Bank does not charge for any content. All charges are billed by and payable to your Wireless Carrier.
2. The services are provided by Classic Bank, N. A. and not by any other third party. You and Classic Bank, N. A. are solely responsible for the content transmitted through the text messages sent to and from Classic Bank, N. A.. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
4. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to transmission from your network operator and processing by your mobile device. SMS message services are provided on an as is, as available basis. SMS messaging is only available in the United States.
5. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your test message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete and true information.
6. The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
7. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Our service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

### **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 services 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.

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# CLASSIC BANK

## Mobile Deposit Terms & Conditions

Your use of the Classic Bank Mobile Deposit service ("Service") is governed by the terms and conditions of the Classic Bank Online Banking Service Agreement (OBSA), Mobile Banking Terms & Conditions, and these Mobile Deposit Terms & Conditions ("Agreement"). You may review the OBSA on our website, [www.classic.bank](http://www.classic.bank). If we make changes to this Agreement, we will make the amended Agreement available on our website. We will notify you of changes as specified in the OBSA.

Your enrollment in our Mobile Deposit service constitutes your agreement with the terms of the OBSA, Mobile Terms & Conditions, and this Agreement; and your acknowledgement that you have read the Agreement, will comply with it, and will retain a copy for your records.

In this Agreement, the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

The words "we," "us," and "our" mean Classic Bank, N.A., (Classic Bank), the depository bank holding your account (s).

- A. **Description of the Classic Bank Mobile Deposit Service.** The Service enables you to use our Classic Bank Mobile Banking application and certain hardware (such as a smartphone or other mobile device) to remotely (i) create a digital image of certain original checks and (ii) transmit those digital check images to us for deposit to your account in accordance with this Agreement and the Terms and Conditions of your deposit account.
- B. **Qualification.** In order to enroll in the Service, you must be designated as an account owner or authorized signer of a Classic Bank Deposit Account ("Account") that is eligible for this Service. Provision of the Service is at the Bank's sole discretion.
- C. **Conditions to Provision of the Service.** As a condition to Bank's provision of the Service, you shall (a) maintain the Account in good standing, (b) subscribe to Classic Bank Personal Internet Banking, and (c) comply with such restrictions on the Service as we may communicate to you from time to time.
- D. **Fees.** Currently, we do not charge a fee for the Service. We reserve the right to charge a fee for the Service, at any time and without prior notice, unless notice is required by law or regulation. Transactions you conduct via the Service are subject to applicable fees, including but not limited to overdraft fees, disclosed in other agreements, disclosures, or fee schedule, which is available on our website.
- E. **Creating and Transmitting Electronic Items to Classic Bank.** You agree to create a digital check image of and deposit only original "checks" (i.e., drafts drawn on a bank, credit union, savings and loan and payable on demand.) Each digital check image transmitted to us must comply with and meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. The image quality must also meet the applicable standards established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other applicable regulatory agency, clearing house or association. For example, the digital check image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check; and your endorsements applied to the back of the original check.

You agree to review and verify for accuracy the information contained in the digital check image (Item) before you transmit it to us.

- F. **Endorsements.** Endorsements are to be made on the back of the check, in accordance the specifications outlined in your deposit account terms and conditions. Each digital check image transmitted for deposit must be endorsed with your signature and contain the restrictive endorsement “*For Mobile Deposit Only at Classic Bank*”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

When the digital image of the front and back of a check is transmitted to the Bank, it is individually or collectively converted to an electronic image for subsequent presentment and collection. It shall therefore be deemed an “Item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

- G. **Ineligible Checks.** You agree that you will not create a digital image and attempt to deposit any ineligible check. Transactions containing an ineligible check may be rejected by us in our sole and absolute discretion. Properly payable checks that we consider ineligible for mobile deposit may be presented for deposit by conventional means. Ineligible checks include, but are not limited to:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- Checks containing an alteration on the front of the check;
- Checks and other items that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which it is drawn;
- Checks payable jointly, unless deposited into an account in the name of all the payees;
- Checks drawn on a financial institution located outside the United States;
- Checks that are remotely created checks (as defined in federal Regulation CC);
- Checks not payable in United States currency;
- Checks dated more than six (6) months prior to the date of deposit (i.e., stale dated checks);
- Checks that are “VOID” after 90 days;
- Image Replacement Document (IRD, aka Substitute Check);
- Money Orders, Cashier’s Check, and Traveler’s Checks;
- Checks that are not endorsed on the back in blue or black ink, with your signature and “For Mobile Deposit at Classic Bank Only”.
- Checks that have previously been submitted through the Service, another remote deposit service, or previously presented for payment to any financial institution (duplicate deposit).

- H. **Processing Your Electronic Item(s).** Eligible checks that you transmit to us and we receive on any Business Day<sup>1</sup> before the Cut-Off-Time (separately disclosed to you), will be processed on that Business Day. If you transmit to us, or we receive your digital check image after the Cut-Off Time on any Business Day, we shall process your mobile deposit on the next Business Day. Your digital check image is deemed to have been received by the Bank when the Service generates a confirmation message.

- I. **Exception Items.** We will use commercially reasonable efforts to process your mobile check deposits. Digital check images that we in our sole discretion determine to be ineligible for the Service (“Exception Item”) will be rejected when detected. Exception Items include but are not limited to: (a) Ineligible Items listed in this Agreement (b) items that are not legible or contains MICR data that is not machine-readable, (c) was previously processed items, or (c) checks or other items that we, in our sole discretion, refuse to accept. We will notify you of each Exception Item by email, at the email address of record and in affect at the time your

mobile deposit is processed, or other communication channels that we deem appropriate. Properly payable checks that we have rejected as Exception Items may be presented for deposit by conventional means. Even if we do not identify a digital check image as an Exception Item during processing, it may be returned to us by the Paying Bank. Common reasons for a Paying Bank to return an item include but are not limited to: it determines the Item or check to be illegible, not machine readable, or the image is missing. Our failure to identify and reject an Exception Item shall not preclude or limit your obligation to Classic Bank under Paragraph L.

- J. **Deposits to the Account.** All digital check images processed for deposit through the Service will be treated as “deposits” in accordance with your Deposit Account Terms and Conditions, and will be subject to the terms therein. We reserve the right to reject any digit check image transmitted through the Services, at our discretion, and without liability to you. We are not responsible for digital check images we do not receive or for digital check images that are dropped during transmission. A digital check image shall be deemed received when you receive a confirmation from us that we have received the digital check image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each digital check image for deposit to the Account on the Business Day that we process the digital check image, provided its transmission and receipt is prior to the Cut-Off Time. The deposit will be deemed to have been deposited at the office where the Account is maintained.

- K. **Availability of Funds.** You agree that digital check images transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. We may hold the funds deposited through the Service for up to seven business days from the date of deposit. In some instances, funds may be available sooner; based on such factors as credit worthiness, the length and extent of your relationship with us, transaction history, experience history, and other factors as we, in our sole discretion, deem relevant. Typically we will email a notice to you when funds are on hold and unavailable to you.
- L. **Deposit Limitations.** The daily limit on consumer mobile deposits is \$5,000.00, and 10 Items. The daily limit for non-consumers is \$10,000, and 10 items; with an aggregate limit of \$25,000 per 10 calendar days. Each deposit may be comprised of only one check.
- M. **Security Procedures.** Any individual authorized by you to access the Service (a “User”) shall do so by entering a user name and a password, or other unique identifier that may be required (collectively referred to herein as “Security Credentials”). No person employed or contracted by Classic Bank shall have access to any Security Credentials you or your Users create. From time to time, we may require you to use additional security and authentication procedures, as specified in the OBSA.
- N. **Safeguarding, Retention, and Disposal of Transmitted Items.** You agree to safeguard and protect all original checks from unauthorized access or use; and to guard against theft; counterfeiting; further negotiation, deposit, or presentment. Upon your receipt of a confirmation from us that we have received the digital check image, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to promptly and properly dispose of the item in a manner that renders it unreadable; to ensure that it is not represented for payment. Prompt and proper disposal shall occur not later than the business day following the transmission date. You agree to not re-present the item. You will promptly provide us with the item or a sufficient copy of the front and back of the item, upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.
- O. **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 NONINFRINGEMENT. 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 SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

- P. **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 CLASSIC BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- Q. **Your Warranties to Classic Bank.** You represent and warrant to Classic Bank that: **FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR ANY FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT CLASSIC BANK PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY CLASSIC BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.**
- R. **Your Agreement to Indemnify Classic Bank.** You will indemnify, defend, and hold harmless Classic Bank, its directors, officers, employees, and agents (collectively in this Paragraph R, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) permitted by law and awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):
1. Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement, including, but not limited to, (i) duplicate image of the same original check, (ii) transmission of duplicate digital check images, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials.
  2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Agreement;
  3. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement;
  4. Classic Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using a digital check image or an illegible digital check image created by you;
  5. Our presenting to Paying Bank a digital check image for payment; and
  6. Your failure to (i) securely maintain your hardware or the original check, or (ii) proper and timely disposal of original check in accordance with this Agreement, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph R shall survive the termination of the Service.

- S. **Termination.** You or we may terminate the Service at any time, for any reason, without prior notice.
- T. **Right to Audit.** We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by Classic Bank in the course of such audit.

**U. Entire Agreement; Conflicting Terms.** This Agreement forms part of and is incorporated by reference into the OBSA. Except as amended by this Agreement, the OBSA remains in full force and effect. In the event of any conflict between this Agreement and the OBSA, this Agreement shall govern with respect to the Service.

<sup>1</sup> A “Business Day” is every day except Saturdays, Sundays, and federal holidays.

*Deposit products offered by Classic Bank, N.A. Member FDIC.*

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## **Classic Bank's Terms of Use for Zelle**

These are the Terms of Use for paying or transferring money between you and others with the Zelle service at Classic Bank, N.A. ("Classic Bank"). These Terms of Use supplement your deposit account agreement (Terms and Conditions of Your Account, including the disclosures contained in it such as "Your Ability to Withdraw Funds" policy), Online Banking Service Agreement, and Mobile Banking Terms and Conditions. If those agreements conflict with these Terms of Use, these Terms of Use supersede. Some terms defined in these Terms of Use may be defined in other agreements you have with us, and may have a different meaning. Defined terms continue to have the meaning described in the document or agreement in which they are defined.

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

- a. We have partnered with the Zelle Network® ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled through Classic Bank, 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"). Financial institutions that have partnered with Zelle are referred to herein 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 KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.**
- d. Proceeding with using the Zelle Service constitutes your assent to and acceptance of the terms and conditions contained herein.

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

- a. The Service is available to our consumer customers with an eligible deposit account (Account) currently enrolled in Mobile Banking. Account eligibility rules may differ if you are enrolling in Zelle through another Network Bank or on Zelle's separate transfer service website or mobile app. In order to receive fund transfers into your Account, that Account must be in good standing. In order to transfer funds out of your Account to another individual, you must have an available balance in that Account.
- b. When you enroll to use the Service you agree to these terms and conditions. You represent that you have the authority to authorize debits and credits to the enrolled bank account.
- c. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law; and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.
- d. The Service is intended for consumer purposes (personal, family, household, not business purposes 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; and 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. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of the Service at any time without notice and for any reason, including if you violate these Terms of Use, we suspect fraudulent activity, or as a result of the disabling or revocation of your Internet Banking account.
- e. You agree that you will not use the Service for international payments or transfers, including origination of International ACH Transactions (IATs).

### **3. Amendments**

- a. We reserve the right, for any reason, to discontinue offering this Service.
- b. We reserve the right to change these Terms of Use at any time, and will provide you notice by regular U.S. Postal Service mail, or by email, or any other means we have mutually agreed to, at least twenty-one (21) days before the effective date of any change that would result in increased liabilities for you, increased fees, or stricter limits on frequency or dollar amounts of transfers, unless such prior notice is not required by law. You agree that Classic Bank is not liable or otherwise responsible

if you do not receive such notification via email because you have changed your email address and not informed us of such change. By using the Service after any changes or amendments are effective, you are agreeing to be bound by such revised Terms of Use. I may review the most current version of these Terms of Use anytime at [www.classic.bank](http://www.classic.bank).

#### 4. Consent to Share Personal Information (Including Account Information)

By accepting this Agreement, I consent to Classic Bank's disclosure of my personal information (including, but not limited to, "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Act, including but not limited to, 12 C.F.R. § 40.3(n), as amended from time to time (including bank account information) to Zelle, other Network Banks, or other third parties in accordance with Classic Bank's Privacy Policy.

#### 5. Privacy and Information Security

We make security and the protection of your information a top priority. You may access our Privacy Policy at <https://www.classic.bank/privacy-policy.html>, which is incorporated into and made a part of these Terms of Use by this reference. We may disclose information about your Account or the funds you receive or send to third parties:

- a. In order to complete transactions;
- b. In connection with offering the Service;
- c. In connection with the investigation of any claim related to your Account or the funds you send or receive;
- d. To comply with government agency or court orders;
- e. In accordance with your written permission; or
- f. As otherwise permitted in accordance with the terms of our Privacy Notice.

#### 6. Wireless Operator Data

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

#### 7. Enrolling for the Service

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

## 8. Consent to 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 duly authorized 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 these Terms of Use. 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 (SMS). 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 surrendered by you, or 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 877.580.0235. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: please refer to our mobile banking FAQs at <https://www.classic.bank/help-resources/mobile-banking-faq.html>

## 9. 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 these Terms of Use and the procedures of the business or government agency that is sending you the payment.

## 10. 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) these Terms of Use, 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. 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, 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, the transfer may take up to two (2) business days from the day the intended recipient responds to the payment notification by enrolling as a User. You understand and acknowledge that a person to whom you are sending money and 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, suspected 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.

#### 11. Liability

Except as provided herein, Classic Bank nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of Classic Bank or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither Classic Bank or 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 PEOPLE WITH WHOM YOU ARE FAMILIAR. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS THAT YOU DO NOT KNOW AND TRUST. YOU AGREE THAT YOU, NOT CLASSIC BANK OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.**

#### 12. Send Limits

We reserve the right, at any time in our sole discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these Terms of Use, and we are not obligated to accept similar payment(s) at other times.

#### 13. 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. 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 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 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.

#### 14. Transaction Errors and Your Liability for Unauthorized Transfers

If you believe an unauthorized transaction was made, call us immediately at 800.789.6461 or 254.697.6461. For detailed error resolution procedures, please refer to the Electronic Fund Transfers Your Rights and Responsibilities section of the Consumer Terms and Conditions of Your Account, which was delivered to you when you opened your deposit account.

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

The deposit account agreement (Consumer Terms and Conditions of Your Account), and our Electronic Funds Transfer disclosure (Electronic Fund Transfers Your Rights and Responsibilities) which has been made a part of that agreement, describe our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so. These Terms of Use apply to your online transactions under the Services. **WE WILL HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (1) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your Internet access equipment, any internet virus or malware, or any problem that may be associated with your use of any Service or (2) if the payment was a tax payment, a court ordered payment or payment to a payee outside the U.S.A. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR**

**MALWARE OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

#### **16. Fees**

There is currently no fee for using the Zelle Service. However, if we processes a transfer in accordance with your instructions that overdraws your deposit account at Classic Bank, the transfer will be subject to our standard overdraft policy and overdraft fee. We reserve the right to charge a fee for this service in the future.

#### **17. Use of Our Online Banking Site and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our Online Banking Service Agreement, which are available at <https://www.classic.bank/online-disclosure.html> and incorporated into and made part of these Terms of Use by this reference

#### **18. Cancellation of the Service and Right to Terminate Access**

We reserve the right to cancel this Service or terminate access to this Service at any time and for any reason; including our belief that you have enrolled in the Service or are using the Service in ways or for reasons prohibited by these Terms of Use. We may do so without notice to you, except as otherwise required by applicable law.

#### **19. Disclaimer of Warranties**

**EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, CLASSIC BANK AND ZELLE MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. CLASSIC BANK AND 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. CLASSIC BANK AND ZELLE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.**

#### **20. Limitation of Liability**

**EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL CLASSIC BANK, ZELLE, THEIR 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 CLASSIC BANK OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF 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 CLASSIC BANK, ZELLE, THEIR 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).**

#### **21. 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 Classic Bank, Zelle, their 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 these Terms of Use.

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

The laws of the state of Texas shall govern these Terms of Use. You hereby irrevocably consent that all claims or disputes arising out of or in connection with these Terms of Use shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Western District of Texas, Waco Division, or Milam County, Texas, USA.

If any provision of these Terms of Use conflicts with the law under which these Terms of Use are to be construed or if any provision of these Terms of Use are held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms of Use and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### 23. Miscellaneous

Subject to the terms of these Terms of Use, the Service is 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.

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Updated August 2022