

American Express Zelle® Service Agreement

1. Description of Services

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

2. Agreement

- a. This Zelle® Service Agreement (the "Zelle Agreement") is between you and American Express National Bank and states the terms and conditions that govern your use of the Zelle® Service with American Express National Bank.
- b. As used herein, the terms “we”, “our”, “us” and "Bank" mean American Express National Bank and "you" or "your" means an individual that is an owner of an American Express Rewards Checking Account (“Account”).
- c. This Zelle Agreement is specific to your Account and is a supplement to and should be read in combination with your American Express Consumer Deposit Account Agreement and American Express National Bank Rewards Checking Schedule (together the “Deposit Account Agreement”). The terms and conditions of the Deposit Account Agreement are hereby incorporated by reference and made a part hereof. Terms not specifically defined in this Zelle Agreement have the same meaning as in the Deposit Account Agreement
- d. You agree to the Zelle Agreement when you enroll in the Service and each time you use the Service.
- e. We reserve the right to amend this Zelle Agreement without prior notice unless otherwise required to by law. Your continued use of the Service after any change will be considered your acceptance of the change.

3. Eligibility and User Profile

- a. You represent that you are eligible to own an Account and to use the Service, and have the authority to authorize debits and credits to the enrolled Account.
- b. 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.
- c. The Service is intended for personal, not business, or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.
- d. You agree that you will not use the Service in a manner that exposes American Express or Zelle® to liability, reputational harm or brand damage, including but not limited to using the Service to request, send or receive money related to any of the following Illegal or brand damaging activities:
 - Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);
 - Firearms, ammunition and other weapons;
 - Sexual activities or materials;
 - Pornography;
 - Materials that promote intolerance, violence or hate;
 - Ponzi schemes;
 - Traveler's checks, money orders, equities, annuities, or currencies;
 - Digital currencies such as bitcoins;
 - Terrorist funding;
 - Fraud Transaction

- Money laundering;
 - Use of the Zelle® Payments Service in a manner for which it was not intended, or in a way that another Customer finds to be harassing or inappropriate (e.g., use of memo fields to communicate with another Customer with no intention of processing a Payment).
- e. You agree that you will not 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 customers to harm or liability of any nature.
- f. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.
- g. We reserve the right to determine, at our discretion, other prohibited uses of the Service at any time.
- h. 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.

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

By enrolling for the Service, you authorize and direct American Express to connect and share your personal information with Zelle and other Network Banks in connection with your use of the Service, as further described in these terms. and at the [American Express Privacy Center](#). For more information about how American Express protects your privacy and processes your personal information, please visit the [American Express Privacy Center](#).

5. Wireless Operator Data

The Bank or Zelle[®] may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator 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.

6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. The email address and/or phone number that you use to enroll in the Service must be the same as the email address and/or phone number that is associated with your Account.
- b. Once enrolled, you may:
 - i. authorize a debit of your Account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we

may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, 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[®].

7. Consent to Emails and Automated Text Messages

- a. By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number and/or other alias to send or receive money as described in this Zelle Agreement. You consent to the receipt of emails or text messages from us, from Zelle[®], from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle[®] may, or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll.
- b. You further acknowledge and agree:
 - I. 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.
 - II. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
 - III. 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.

- IV. 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.
- V. Supported Carriers: Zelle® Transfer Service text messages are supported by many mobile carriers. Please check with your individual mobile carrier to confirm availability.

8. Reviewing Zelle Transfers

- a. All transfers of funds through Zelle® are subject to review by us 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”). Zelle Transfer reviews may also assess whether your Account activity and the activity of Users with whom you have transacted comply with this Zelle Agreement and your Deposit Account Agreement. All Zelle Transfers may also be screened for compliance with applicable economic and trade sanctions and monitored for anti-money laundering purposes. 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 us in our review. Such review may result in the funds being delayed or blocked. If we delay or block a transfer you initiated, we will notify you in accordance with your preferences.
- b. Additionally, you agree that we may, without prior notice to you, place a hold on your 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 Account in the amount of the returned transfer.

9. Receiving Money; Money Transfers by Network Banks

- a. 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 Account you have enrolled.

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

10. Sending Money; Debits by Network Banks

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Zelle Agreement and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle[®], either in the Zelle[®] mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.
- b. In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle[®] and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle[®], either in the Zelle[®] mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle[®], or otherwise ignore the payment notification, and the transfer may not occur.
- c. The money may also be delayed or the transfer may be blocked to

prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences. 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

- a. Neither we nor Zelle® shall have liability to you for any authorized transfers of money, unless otherwise required by this Agreement, including for example, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.
- b. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE® OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PURCHASES OF GOODS USING THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS THAT YOU PAID FOR, OR THE GOODS THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

12. Send Limits

The Service is subject to limits on the amount and frequency of transfers that you can make. Limits are applicable to each individual User who has enrolled in the Service. Account co-owners, if both enrolled on the same Account, may have different limits. Limits on transfers between two Users may vary. We may change these limits for a User, or for transactions between certain Users at our discretion. We may also temporarily reduce these limits, without notice, for security purposes.

The limits directly below apply to outgoing Zelle Transfers. The weekly limit resets every Sunday at 12:01am. Click [here](#) to view your exact Zelle limits.

The following are the current baseline limits for sending money. Individual User limits may vary and could be higher than those listed.

- Transaction limit* \$500
- Weekly transfer limit \$500
- Calendar month limit \$2,500

*The maximum amount you may send another User is at least \$500 per day and that amount may vary by User. The amount you can send in a transaction will

be displayed after you select the User [and before you initiate the transaction]and will take into account any remaining User, weekly, or monthly limits.

13. Requesting Money

- a. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle[®] guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle[®] accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle[®] may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.
- b. By accepting this Zelle Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle[®], its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.
- c. 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.
- d. 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. Disclosures Specific to Electronic Funds Transfers

- a. Contact information: If you have questions about Zelle transfers to or from your Account, you need to report an unauthorized Zelle transfer, or you notice an error in your Account, please contact us using the following

information:

- i. TELEPHONE United States Toll-Free:
 1. 1-877-221-AMEX (2639)
 - ii. TELEPHONE International Collect Call:
 1. 1-801-945-AMEX (2639)
 - iii. U.S. MAIL:
 1. Card Member Correspondence
Attn: Fraud
PO Box 31492
Salt Lake City, UT 84131
- b. Business Days: Business Day continues to mean every day except Saturdays, Sundays, and federal holidays.
 - c. Documentation: Your Zelle transfers will appear on your Account Statement, as detailed in your Deposit Account Agreement.
 - d. Unauthorized transfers, for purposes of the Zelle Agreement, shall have the same definition as unauthorized EFT contained in Regulation E (12 C.F.R. 1005.2(m)).

15. Transaction Errors

In case of errors or questions about your Zelle transfers, telephone us or write to us as soon as you can, if you think your statement is wrong or if you need more information about a transaction listed on the statement. (Please note that email, SMS/text or online notification will not meet the notice requirements of this section.) We must hear from you no later than sixty (60) days after we sent, or made available electronically, the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Account number.
- b. 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.
- c. 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 ten (10) Business Days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is

in error. For purposes of this paragraph, your Account is considered a “new account” for the first thirty (30) calendar days after the first deposit is made.

We will tell you the results within three (3) 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.

16. Preauthorized Transfers

If your Account supports preauthorized, scheduled, or recurring Zelle transfers:

- a. Right to stop payment and procedure for doing so. If you have told us in advance to make regular Zelle transfers out of your Account, you can stop any of these payments. Call us or write us using the EFT Contact Information in your Deposit Account Agreement, or log into your Account online and cancel the pending transaction, if applicable, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- b. Liability for failure to stop payment of preauthorized Zelle transfer. If you order us to stop one of these payments three (3) Business Days or more before the Zelle transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

17. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe that any approved Account Access Information or Security Device including (but not limited to), as applicable, your User ID and/or password, computer, mobile phone, has been lost or stolen, or if you believe that a Zelle transfer has been made without your permission. You may call or write us using the EFT Contact Information listed in your Deposit Account Agreement, but telephoning is the best way of keeping your possible losses down. (Please note that email, SMS/text or online notification will not meet the notice requirements of this section.)

If you do not properly inform us of an unauthorized Zelle transfer, you could lose all the money in your account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Account Access Information or Security Device, you can lose no more than \$50 if someone used your Account without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Account Access Information or Security Device, and we can prove that we could have stopped someone from using your Account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Zelle transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (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 or a hospital stay) kept you from telling us, we will extend the time periods.

If you grant authority to make transfers to another person who exceeds the authority granted, you are fully liable for any Zelle transfers until you notify us that transfers by that person are no longer authorized.

18. Liability for Failure to Complete Transfers

- a. We do not make any representation or warranty that any particular transfer can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the transfer is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Users, or of other financial institutions, that may prevent a transfer from being completed, or may delay its completion. You understand and agree that we may not be able to complete a transfer if:
 - i. the receiving User does not enroll with the Service; or
 - ii. the receiving User does not enroll with the Service the specific email address, mobile phone number, or Zelle® tag you have provided to us for them.
- b. Upon learning that a transfer to send money from your Account to a User cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the transfer is not completed, we will notify you to contact your intended recipient.
- c. If you do not have enough money in your Account to make a transfer, we may reject your request to initiate the transfer.
- d. We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a transfer for any reason. We may, in our sole discretion, accept instructions from any User or from a User's financial institution to block your attempts to use the Zelle® Transfer Service to initiate transfers with that User or customers of that institution.
- e. We will also not be liable if, for example:
 - i. Circumstances beyond our control (such as fire or flood) prevent the Zelle transfer, despite reasonable precautions that we have taken
 - ii. The funds in your Account are subject to legal restrictions or right of set-off
 - iii. There is any other applicable exception in our Deposit Account Agreement with you, or
 - iv. Your Account has been closed.

19. Fees

We will not charge you a fee for the Service.

20. Disclosure of Account Information to Third Parties

- a. We will disclose information to third parties about your account or the transactions you make:
 - i. Where it is necessary for completing transactions
 - ii. In order to comply with government agency, arbitration, or court orders
 - iii. To our employees, auditors, service providers, attorneys or collection agents in the course of their duties
 - iv. If you give us your written permission, or
 - v. As permitted by this Zelle Agreement, your Deposit Account Agreement, and the Privacy Statement applicable to your Account.

21. Modification or Discontinuation of the Service

We may, in our sole discretion, modify or discontinue the Service, without prior notice to you, except as required by applicable law, without liability to you.

22. Right to Terminate Access

We will terminate your use of the Service if you remove your registered mobile number or email address from your profile. We reserve the right to suspend or terminate your use of the Service at any time if we suspect that you have failed to comply with any of these terms and conditions or are otherwise using the Service in a fraudulent or illegal manner.

23. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, THE BANK AND ZELLE[®] MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. THE 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. NEITHER THE BANK 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.

24. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL THE BANK, ZELLE[®], ITS OWNERS,

DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®'S SERVICE OR WITH THE TERMS OF THIS ZELLE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

25. Indemnification

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

26. Governing Law; Choice of Law; Severability

See the Governing Law section of the Deposit Account Agreement.

27. Dispute Resolution

You agree to resolve disputes in connection with the Service according to the Arbitration and Dispute Resolution section of the Deposit Account Agreement. You further agree that for any claims or disputes against Zelle or Early Warning Services, LLC in conjunction with the Service, Zelle and Early Warning Services, LLC are entitled to enforce the Arbitration and Dispute Resolution section of the Deposit Account Agreement, will count as claims arising in connection with the Deposit Account Agreement, and you agree to resolve those claims or disputes in accordance with this section.

28. Miscellaneous

Subject to the terms of this Zelle Agreement, 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. Customer service generally will be available Monday through Friday, excluding US bank holidays.

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

AMERICAN EXPRESS ZELLE® E-SIGN DISCLOSURE AND CONSENT

Effective November 7, 2024

Consent to Receive Information Electronically

Please read this American Express Zelle® E-Sign Disclosure and Consent (the "Consent") carefully. In this Consent, "we" means American Express National Bank. The words "you" and "your" refer to the individual giving consent and any person represented by that individual. This Consent contains important information about how we may deliver all disclosures, notices, communications or other documents related solely to your use of Zelle® with your American Express Rewards Checking Account (collectively, "Notices"). This Consent only covers Notices related solely to your use of Zelle® (whether you are accessing Zelle through a mobile device or the American Express website) and will not affect how you receive any other legal disclosures, notices, communications or other documents related to your American Express Rewards Checking Account that do not relate solely to your use of Zelle®. If you choose to enroll in Zelle®, you agree that we may provide any Notices to you in electronic format. Providing consent does not mean that we will provide all Notices electronically, but that we may provide any Notices to you electronically. We may also use electronic signatures and obtain them from you. If you do not choose to consent to your receipt of Notices electronically, you will not be permitted to enroll in Zelle®.

Method of Delivery

We may provide or make available Notices electronically by any one of the following means: (1) the e-mail address that you have provided for your Rewards Checking Account; or (2) your online account (whether accessed through americanexpress.com or our mobile application(s)). You certify any e-mail address you provide is a valid e-mail address for the purposes described in this Consent. You agree to maintain your e-mail address until you provide us with a new one.

System Requirements

To access and retain Notices in electronic form, you must have a working e-mail address and a computing or communications device with:

- working internet access,
- a web browser that supports 128-bit encryption (such as Chrome®, Microsoft Edge, Safari®) and that we support,
- 16 MB of available memory (32 MB of RAM recommended) and
- a program that can view, save and print PDF files (such as Adobe® Reader®)

(collectively, “System Requirements”). To demonstrate you can access Notices in a PDF format, please click here:

https://www.americanexpress.com/content/dam/amex/us/staticassets/pdf/GCO/Test_PDF.pdf. If

you are unable to view the Test PDF document, you need to install the necessary Adobe® Reader® software. You can download Adobe® Reader® by clicking here:

<https://get.adobe.com/reader/> (clicking will open another browser window and take you to Adobe's website).

Changes to System Requirements

We will notify you if the system requirements change in such a way that may prevent you from accessing or viewing your electronic documents.

Withdrawal of Consent to Electronic Notices

You may withdraw your consent to receive electronic Notices at any time. However, if you choose to withdraw your consent, you must unenroll in Zelle® and you will be unable to access Zelle®. Follow these steps to unenroll in Zelle®: (1) Click

<https://global.americanexpress.com/banking/zelle/settings> (clicking will take you to your Zelle® profile settings); (2) Select “Manage;” (3) Select “Delete;” and (4) Select “Yes, Delete.”

Withdrawing your consent to other American Express electronic delivery agreements, such as the Consent Statement to Electronic Delivery for your American Express Rewards Checking Account, is separate from this Consent and will not result in a withdrawal of this Consent.

Likewise, withdrawing your consent to receive electronic Notices related solely to your use of Zelle® will not impact your electronic delivery settings for your American Express Rewards Checking Account.

Your Right to Receive Paper Copies

If we provide electronic Notices to you, and you want a paper copy, you may contact us at 1-877-221-2639. You may have to pay a fee for the paper copy.

Acceptance

By accepting this Consent:

- You acknowledge that you have had the opportunity to read this Consent.

- You agree to the terms of this Consent.
- You agree to receive electronic versions of Notices related solely to your use of Zelle®.
- You agree to use electronic signatures in place of written signatures.
- You agree to maintain an active and valid e-mail address.

You acknowledge that you are reasonably demonstrating that you can access Notices using the hardware and software described above and that you have an active e-mail account from which you are able to print or save Notices.