

**About this Agreement:**

- **Section A** of the Personal & Small Business Electronic Banking Agreement is a legal agreement between you and Surrey Bank & Trust regarding your use of our electronic banking services including Online Banking, Bill Pay, Mobile Banking and Mobile Deposit.
- Mobile Banking and Mobile Deposit services are provided to you by Surrey Bank & Trust and powered by a Third Party "the Licensor" mobile technology solution. **Section B** of the Agreement is a legal agreement between you and the Licensor. Your use of the Mobile Banking and Mobile Deposit Services also requires your agreement to and compliance with an End User License Agreement required by the Mobile Banking and Mobile Deposit software provider and included at the end of this Agreement. Any breach of these terms constitutes a breach under this Agreement.
- **Section C** is the Zelle Network® Standard Terms, which provides detailed information regarding your use of Zelle® within the Mobile Banking app.

**Section A**

This Agreement explains the terms and conditions that apply when you use Surrey Bank & Trust's Electronic Banking Services to access your accounts and conduct transactions. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services that you obtain from us.

When you use any of the Services described in this Agreement, or authorize others to use them on your behalf, you agree to the terms and conditions of the entire Agreement. The terms and conditions of this Agreement, together with all amendments or modifications thereto, are cumulative with, and in addition to, any terms of applicable deposit Account Agreements and authorizations, loan account agreements and the applicable deposit and loan account disclosures, and any credit account agreements relating to any credit accounts you may have with the Bank. To the extent expressly provided or otherwise herein, should any inconsistency exist or arise between the terms of this Agreement and any other agreement you have with the Bank, the terms of this Agreement shall control, but only to the extent of the inconsistency.

Use of any or all services covered by this document serves as your agreement to be bound by the terms and conditions of this Electronic Banking Agreement and your acknowledgement of its receipt and your understanding of its terms.

Your acceptance of this Agreement is also your acknowledgment that you have received a copy of this Agreement in electronic form. If you are provided an electronic copy of this Agreement but would like to have a paper copy, please contact your Surrey Bank & Trust branch office. You may also download a copy from our website at [www.surreybank.com](http://www.surreybank.com).

## **Definitions**

- "Institution," "we", "us" and "our" mean Surrey Bank & Trust.
- "You" and "your" mean an individual person or business entity representative that we permit to use Electronic Banking services, subject to the terms of this Agreement.
- "Company representative" means anyone authorized to act on behalf of a business entity in conjunction with our Online Banking, Mobile Banking and/or Bill Pay services.
- "Electronic Banking Services" refers to Online Banking, Bill Pay, Mobile Banking, Mobile Deposit and/or other services accessed using a digital device.
- "Bill Pay" refers to an optional service that allows you to make payments and obtain information in accordance with this Agreement.
- "Online Banking" means access to the service through the Internet by use of a personal computer or other screen-based electronic device.
- "Mobile Banking" means access to the service by using the Surrey Bank Mobile app, mobile website or text banking option
- " Zelle<sup>®</sup>" refers to an optional service that allows personal customers who use the Mobile Banking app to send money to other individuals. (Commercial use of this service is prohibited.)
- "Log-in Credentials" means your log-in ID, password or biometric access to Online Banking, Mobile Banking and/or Bill Pay.
- "Account" means any deposit or loan account with Surrey Bank & Trust.
- "Consumer account" means an account established primarily for personal, family, or household use.
- "Business account" means an account that is not a consumer account.
- "Business Day" refers to any day that the Bank is open for business except Saturday, Sunday and federal holidays.

## **Electronic Banking Functions**

Electronic Banking Services (the "Services") include access to both Personal and Small Business Online Banking and Mobile Banking services. You may use Online and Mobile Banking to:

1. Check account balances;
2. View account transaction histories;
3. Transfer funds between your accounts<sup>1</sup>;
4. Conduct Bill Pay transactions<sup>1</sup>;
5. Make payments on Surrey Bank & Trust loans;
6. Advance funds from Cash Reserve, home equity loans, and other eligible lines of credit<sup>1</sup>;
7. Pay bills to any merchant, individual or financial institution with a U.S. address;
8. Download account information to Quicken or Quickbooks;
9. Reorder checks online;
10. Request stop payments;
11. Enroll in and access eStatements;
12. Set up email or text alerts;
13. Submit changes of address, telephone, and email addresses;
14. Send us secure emails regarding your accounts;
15. Disable mobile access if your device is lost or stolen;
16. Register new mobile phone numbers;
17. Deposit checks to eligible accounts using the Surrey Bank Mobile app; and/or
18. Manage debit card transactions and alerts using the Surrey Bank Mobile app.

The Bank may, from time to time, introduce new features to the Services or eliminate features from the Services at our discretion. Some of the features may not be available for certain accounts, devices, or clients. You agree that your use of the Services after the Bank provides notice of such new features or changes constitutes your acceptance of the new terms and conditions applicable to the new or eliminated features.

### **Electronic Banking Access**

To use Electronic Banking Services, you must have:

1. At least one deposit or loan account at the Bank;
2. Access to Internet and/or a data plan with your mobile phone provider;
3. A valid email address; and
4. At least one valid telephone number<sup>2</sup>.

You may access Electronic Banking services using a computer, tablet or cell phone using the browser on your device or by downloading the app onto your tablet or phone.

In addition, personal customers may only access accounts for which you are an owner or authorized signer. Business customers must submit a Company Profile and the owner or authorized signer's written authorization establishing access rights for any employee(s) who will access account information on the entity's behalf.

Access to accounts via Electronic Banking Services will be based upon identification of users and authority levels verified during the registration process.

### **Security & Protecting Your Account**

We are strongly committed to protecting the security and confidentiality of our customers' account information. We use several techniques to help secure our Electronic Banking Services, including the following:

1. You can only access Online Banking using supported operating systems and browsers.
2. Your account numbers are never displayed in full. (Only the last 4 digits can be viewed.)
3. You must have a valid Online Banking User ID and password to logon.
4. You may not access your accounts via Mobile Banking until you have successfully enrolled in Online Banking.
5. If no action is taken for 20 minutes, you will be automatically logged off the Online and/or Mobile Banking systems.
6. Your Online Banking account access will be locked after 90 days of inactivity.
7. Mobile Banking will be deactivated after 90 days of inactivity.
8. We recommend that you change your password every 90 days.
9. We strongly discourage sharing of log-in credentials. If you have a joint account, we recommend that both parties enroll individually to obtain separate log-in credentials.
10. Each user ID is unique. If you request a user ID that another customer is using, you will be asked to select a different one.
11. You will receive an email when your password or other personal information is changed in Online Banking. If you did not make this change, please call us immediately at (336) 783-3900. (It is your responsibility to provide a valid email address in the Online Banking system to ensure delivery of such notifications.)

12. You must notify Surrey Bank immediately if you have reason to believe that your password has been lost, stolen, or otherwise compromised and should be disabled.
13. Should you wish to allow a person who is not a joint owner to view your account information, we must have written authorization from the owner(s) of the account.

### **Your Equipment**

To use the Services, you must obtain and maintain, at your expense, a supported device(s) with compatible hardware and software and suitable data service. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any device or network which you utilize to access Online and/or Mobile Banking.

You are responsible for understanding the operation and maintenance of your equipment. It is your responsibility to update your equipment and your device operating system as needed.

Surrey Bank & Trust is not responsible for the cost of upgrading your equipment nor are we responsible, under any circumstances, for any damage to your equipment.

Surrey Bank is not responsible for failures, errors or delays, or inability caused by your equipment or by your failure to properly use the Services.

We are not responsible for any third-party software you may need to use the Services. Any such software is accepted by you, as is, and is subject to the terms and conditions of the software agreement you entered into directly with the third-party software provider at time of download and installation.

For maximum security, always use the latest browser version. Beta versions of browsers and operating systems or those that are no longer supported by the vendor should not be used with Online and/or Mobile Banking. Please refer to your welcome email or [www.surreybank.com](http://www.surreybank.com) for a comprehensive list of operating systems and browsers.

It is your responsibility to obtain and maintain your communications link to Online Banking and to ensure that your use of such communications link complies with applicable requirements, including any requirements of telecommunications companies and authorities.

You are responsible for obtaining, installing, maintaining and operating all hardware, software, and any Internet and cellular service necessary for use of Online and Mobile Banking.

### **Virus Protection**

Surrey Bank & Trust is not responsible for any electronic virus or malware that you may encounter using the Online and Mobile Banking system. We encourage you to routinely scan your electronic devices using reliable virus protection product to detect and remove viruses and malware. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware.

We are not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information accessed via Online and/or Mobile Banking is intercepted by a third party.

You agree to comply with all applicable laws, rules and regulations in relation to the use of the Services. We make no representation that content or use of Online and/or Mobile Banking is available

for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

### **Log-in Credentials**

When you enroll, you will create a unique User ID and password that you will use each time you log into Online Banking.

Keep these credentials confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your log-in credentials will have full access to your accounts, even if you attempt to limit that person's authority. Additionally, that person will have full access to any of your other accounts which can be accessed by those log-in credentials, even if those accounts are in your name with another person. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

If you wish to rescind access for others to whom you have given your log-in credentials or if you have reason to believe your log-in information has been compromised, you must contact our Electronic Banking Department at (336) 783-3900 to obtain new credentials.

**OUR EMPLOYEES AND EMPLOYEES OF OUR AFFILIATES WILL NOT CALL YOU OR SEND YOU E-MAILS REQUESTING YOUR PASSWORD, ACCOUNT NUMBER, SOCIAL SECURITY NUMBER OR OTHER CONFIDENTIAL INFORMATION. IF YOU SHOULD RECEIVE SUCH A MESSAGE BY PHONE, TEXT, OR EMAIL, DO NOT REPLY. IF YOU ARE CONTACTED BY SOMEONE REQUESTING THIS INFORMATION, PLEASE CONTACT OUR ELECTRONIC BANKING DEPARTMENT AT (336) 783-3900 IMMEDIATELY.**

### **Password**

Your password will give you access to your Surrey Bank & Trust accounts via Online and/or Mobile Banking. We are entitled to act on any instructions received using your password.

For security purposes, we recommend that you memorize your password and do not write it down. We also encourage you to change your password every 90 days to reduce the risk of misappropriation by a third party. Your password can be changed on our Online Banking site by going to Self-Service>Self Administration>User Information and clicking on the pencil icon next to Password.

All passwords must be at least 8 characters and use both letters and numbers. You may also use special characters.

You will be asked to enter your User ID and password each time you access Online Banking. If you enter an incorrect password 3 times, you will be locked out. Follow the onscreen prompts to reset your password or call your Surrey Bank & Trust branch for assistance.

### **User Authentication**

The first time you access Online Banking, you will be asked to enter a security code. To obtain this code, select an accessible phone number from the list displayed on your screen and select whether you would prefer a text or a phone call. If you have chosen a text, enter the code that you receive via text into the appropriate field on your computer. If you have chosen a phone call, read or enter the code on your computer screen when prompted.

If you fail to see your telephone numbers on the list, please make sure you have entered your User ID correctly. If re-entering your User ID doesn't solve the problem, please call your Surrey Bank & Trust branch for assistance. Your current phone number(s) may not be in our system. You will be required to re-enter the security code periodically.

Once you have logged into Online Banking successfully, you may log into the Surrey Bank Mobile app using your Online Banking User ID and password.

You must also enter a security code the first time you log into Mobile Banking on your phone and/or tablet. We must have your correct mobile number in our files. You will receive a text after entering your User ID and password into the app.

Once you have logged in successfully on your mobile phone, you will be prompted to set up Touch ID, facial recognition, or a six-digit passcode. Mobile Banking users who fail to login successfully three times are locked out of the Mobile Banking app for 24 hours.

### **Processing Times**

Any transfer, loan payment or loan advance initiated in Online Banking prior to 5 p.m. (Eastern Time) on a business day (Monday through Friday, excluding legal holidays) is posted to your account the same day. All transactions completed after 5 p.m. (Eastern Time), or on a non-business day, will be posted the following banking day.

Our Bill Pay service will process variable payments on the business day (Monday through Friday, except holidays) you designate, provided that the payment instructions are received prior to the Bill Pay Service cut-off time, which is currently 5 p.m. (Eastern Time). Variable bill payment requests received after the cut-off time or at any time on a non-business day will be processed on the next business day.

Any Mobile Deposit submitted prior to 4 p.m. (Eastern Time) on a business day (Monday through Friday, excluding legal holidays) is posted to your account the same day. All deposits submitted after 4 p.m. (Eastern Time), or on a non-business day, will be posted the following banking day.

Incoming or outgoing Zelle® transactions initiated before 3 p.m. (Eastern Time) on a business day (Monday through Friday, excluding legal holidays) post to your account the same day. Transactions initiated after cut-off time or at any time on a non-business day will be processed on the next business day.

Recurring transactions with processing dates on the 28th through the 31st of the month will be processed on the last business day of the month. Otherwise, recurring transactions will be processed on the dates you have designated. If that date falls on a non-business day, your transaction will be processed on the next business day. Surrey Bank & Trust reserves its right to change the cut-off time by giving you notice of such changes.

### **SMS Mobile Banking Terms**

Your use of SMS (short message service) constitutes your agreement that we may send you text messages through your wireless provider.

We do not charge for SMS. However, you understand that 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.

You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. Please consult your Account Agreement for more information.

You agree to notify us immediately if you lose, cancel or make any changes to your registered device. In case of unauthorized access to your device or SMS, you agree to cancel enrollment associated with the device immediately.

You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages or costs arising from your use of SMS or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of, an information sent through SMS; any errors in such information; any action you may or may not take in reliance on the information or SMS; or any disclosure of account information to third parties resulting from your use of SMS.

You have the right to cancel SMS at any time by texting the word "STOP" to 79680 from your registered mobile device. If you have questions, please contact Surrey Bank & Trust at (336) 783-3900.

### **Stop Payments**

We may accept an order to stop payment on any item from you, so long as you make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, stop-payment orders are effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

Stop payment orders initiated in Online Banking are considered signed electronically by the person logged into Online Banking and are bound by the E-Signature Authorization Acknowledgement and Consent. You consent to the use of an electronic signature in any way connected to the stop payment transaction and agree that its electronic signature will be enforceable as and to the full extent of a hand-written signature(s), whether in court (state or federal), arbitration or otherwise. Consenting Party will not raise any defense or invoke regulatory or statutory claim attempting to invalidate the enforceability of the Documents to which the electronic signature is affixed.

A release of the stop-payment request may be made only by the person who initiated the stop-payment order. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Bill Pay payments may be edited or cancelled until the payment status shows as processing or processed. If you need to cancel a processed payment, please contact our Electronic Banking Department at (336) 783-3900 for assistance.

## **Bill Pay**

Surrey Bank & Trust makes optional Bill Pay service available to customers as a convenience. It is not required in order to have access to Online and/or Mobile Banking. When you use the Bill Pay service in Online Banking and/or Mobile Banking, you authorize us to debit and remit funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you.

We do not have joint agreements for our Bill Pay Service. If you are an individual or sole proprietor, you are the only customer under this Agreement. However, any of your Bill Pay funding accounts may be jointly owned with others. If joint account holders using Bill Pay through Online Banking each obtain Bill Pay Service — meaning that each of you will have separate access codes — this will be identified as two separate Bill Pay accounts. Surrey Bank & Trust reserves the right to limit Bill Pay accounts to one per household or Business Online Banking customer.

## **Bill Pay Funding Accounts**

A Bill Pay funding account is a qualifying checking account from which you may make payments using our Bill Pay service. You must be a named owner of the account and have a valid signature card in our records for the account to qualify. Any account requiring more than one signature for withdrawal does not qualify. All qualifying accounts in your Online Banking profile will be available as Bill Pay funding accounts. If there is more than one qualifying account, we will ask you to designate the default account that will automatically be used, absent your choice of a different account.

## **Designating Payees**

You must designate the persons or entities that you want to pay through our Bill Pay Service. Payees must be created in Online Banking; after creation, they will be available in Mobile Banking.

Payments to individuals or entities outside the United States of America, Puerto Rico or the Virgin Islands are not permitted. All payments must be in U.S. dollars. Payments in foreign currencies are not permitted.

It is your responsibility to make sure that the information you enter when setting up payees, including the payee's name and address, your account number with the payee, and other identifying information, is accurate. If the information you provide is incorrect, your payment may be returned or the payee may fail to credit it properly. If an address, account number or identifying information changes, or if you want to add or delete payees, it is your responsibility to change that information in Bill Pay, using the Edit Payee function.

Our Bill Pay Service has the right to refuse to allow you to designate any other particular payee or class of payees. All payments to individuals are made by paper check. Payments and/or transfers between one Surrey Bank & Trust account and another Surrey Bank & Trust account (i.e. loan payments, advances from a line of credit, transfers between deposit accounts) should be made using the Money Movement functions in Online Banking or by contacting your branch for assistance.

## **Bill Pay Transactions**

You, or someone you have authorized by giving them your log-in credentials (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Make individual payments or reauthorized recurring payments from a Bill Pay funding account to payees you have designated in accordance with this Agreement.



- Subscribe to eBills.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.

We may introduce or offer new or additional services from time to time in connection with our Bill Pay Service. By using these new services after they become available, you agree to be bound by all the terms and conditions that apply to those services.

### **Limits on Bill Pay Transactions**

You must have sufficient funds in your account at the time you instruct us to make a payment. Our Bill Pay Service makes electronic payments based on the available balance in the Bill Pay funding account at the time your payment is processed. If a Bill Pay payment is made by check, you must have sufficient funds in the account at the time the check is presented for payment. If a payment will overdraw your account, you should use the Transfers & Payments feature in Online Banking or contact your branch to advance sufficient funds from a line of credit or linked deposit account before scheduling the payment. This will prevent the cancellation or return of your payment.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Bill Pay Service. We also reserve the right to limit or suspend access to Bill Pay Service as we deem necessary.

### **Bill Pay Processing Times**

Due to circumstances beyond our control, some payees may take longer to post payments than others. Surrey Bank & Trust recommends sending your first payment to each payee at least eight (8) business days in advance of the due date. After your first payment has posted, you will have a better understanding of how much time to allow for each Payee. Typically, if the payment is sent by mail, you should allow at least five (5) business days for payees to receive your payments. This means that you should make the payment, or schedule it to be made, at least five (5) business days before the date the payment is due — not the late date and/or grace period date. If the payment is sent electronically, you should allow at least two (2) business days for payees to receive your payments. This means that you should make the payment, or schedule it to be made, at least two (2) business days before the date the payment is due — not the late date and/or grace period date. Please remember payees may not record a payment immediately after it is received. The earliest possible Payment Date and Deliver By Date for each Payee will be determined and presented by the Service when you schedule a payment. The Service will not permit a Payment Date or Deliver By Date earlier than the earliest possible dates presented.

### **eBills**

E-bills is a feature of the Bill Pay service that enables you to receive bills electronically from participating payees. Participating payees establish their own criteria for reviewing requests to receive e-bills and have sole discretion to accept or decline your request. The Bank does not participate in this decision. Participating payees generally take up to five Business Days to approve an e-bill set-up request. In some cases, we obtain the e-bill from the website of the payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third-party website to retrieve the account information on your behalf, and you appoint us as your agent for this limited purpose. We take no responsibility if a payee does not provide the necessary data to forward an e-bill in a timely manner. If you do not receive an e-bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to

your payee. All parties have the right to cancel the service at any time. We will notify you if the Bill Pay service or a payee discontinues an e-bill.

### **Mobile Deposit**

By clicking the electronic signature "acceptance" below and/or by your use of Mobile Deposit services, you and any joint owners or authorized users, jointly and severally, agree to the terms of this Agreement, including the following terms and conditions:

**A. Eligible Accounts.** All individuals and representatives of non-profit organizations and small businesses enrolled in Online Banking may use Mobile Deposit. All accounts must be at least 90 days old.

**B. Eligible Checks and Items.** You agree to scan and deposit only "checks" as defined in Federal Reserve Regulation CC and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, may elect to include under the Service.

Scanned items meeting our requirements will be converted to substitute checks, as defined in the Check Clearing for the 21st Century Act ("Check 21") and Federal Reserve Regulation CC, to facilitate the deposit and collection of such items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

You agree that you will not use the Service to scan and deposit any checks or other items as shown below:

- 1) Checks or items payable to any person or entity other than you or you and another person (endorsement must have both signatures);
- 2) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- 3) Checks or items containing alterations to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- 4) Checks or items previously converted to a substitute check, as defined in Regulation CC;
- 5) Checks or items drawn on a financial institution located outside the United States;
- 6) Checks or items that are remotely created checks, as defined in Regulation CC;
- 7) Checks that have previously been submitted through the Service; through a remote deposit capture service offered at any other financial institution; or by any other means;
- 8) Checks or items not payable in United States currency;
- 9) Checks or items dated more than 6 months prior to the date of deposit;
- 10) Checks or items on which a stop payment order has been issued;
- 11) Checks or items for which there are insufficient funds;
- 12) Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Mobile Account;
- 13) Checks with any endorsement on the back other than that specified in this Agreement;
- 14) Money Orders;
- 15) Traveler's Checks;
- 16) Insurance drafts; and
- 17) Credit card cash advance checks.

Nothing in this Agreement should be construed as requiring Surrey Bank & Trust to accept any check or item for deposit, even if we have accepted that type of check or item previously. Surrey Bank & Trust is not required to identify any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

**C. Endorsements and Procedures.** Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit only" or as otherwise instructed by Surrey Bank & Trust. Your endorsement should also include your signature.

You agree to supply any information in your possession that we may request regarding a check or item deposited or attempted to be deposited through the Service.

You agree to write "Mobile deposit on [date]" on the front of your check after you have received confirmation that your Mobile Deposit has been successfully transmitted.

You agree to retain the original items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify reconciliation and credit or to balance periodic statements, but in no case beyond thirty (30) days from the date processed. You agree to properly destroy and dispose of such original checks after such time.

During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via Mobile Deposit) and (ii) unauthorized use of information derived from the original checks.

You understand and agree that when you destroy the original checks deposited through Mobile Deposit, you use a high degree of care to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process (e.g., through the use of competent shredding equipment) and that, once destroyed, the original checks are no longer readable or capable of being reconstructed.

You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

**D. Transaction Limits.** Mobile deposit limits are determined at the sole discretion of Surrey Bank & Trust and are subject to change without notice. Currently these limits are no more than three (3) Mobile Deposits totaling no more than \$1,000 per business day and no more than fifteen (15) Mobile Deposits totaling no more than \$5,000 per month.

If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**E. Funds Availability.** Deposits received after 4 p.m. Eastern will be processed on the next business day.

You agree that items transmitted using Mobile Deposit are subject to a two (2) business day (exclusive of weekends and federal holidays) hold at the time of deposit.

If it is necessary to extend the check hold longer than two (2) business days, we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day

after the day of your deposit. In certain circumstances, we may make all or a portion of your funds available immediately.

You can review your available balance through Online and/or Mobile Banking to determine if a Mobile Deposit has been credited to your account.

All Mobile Deposits are subject to proof and verification. Acknowledgment of the receipt of a Mobile Deposit transmission does not constitute an acknowledgment by us that the deposit is correct or that the item will be accepted.

**F. Presentment Prohibitions.** You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any substitute check that has already been presented for deposit via Mobile Deposit, or (ii) any original check, the substitute check of which has already been presented for deposit via Mobile Deposit.

In the event that you or any third party, presents, or attempts to present, a deposit in violation of this subsection, you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check.

You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by us from any other deposit accounts with us in our sole discretion.

You further acknowledge that you are solely responsible for the cost of processing and handling of any original items which are imaged and deposited utilizing Mobile Deposit and you assume all liability to the drawer of any item imaged using Mobile Deposit or liability arising from our printing of any substitute check from those images.

**G. Image Quality.** You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to us via Mobile Deposit must be legible. The image quality of the checks and items must comply with the standards established by any clearing house we use, agreement we have with respect to processing checks or items, or any higher standard set by us.

You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

**H. Exception Items.** When we review and process your electronic check, we may reject any electronic image that we, in our sole discretion, determine to be ineligible for Mobile Deposit including, without limitation, items drawn on U.S. banks in foreign currency, electronic images that are illegible, electronic images of items previously processed or converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items.

You agree that you shall only deposit Exception Items to your accounts by depositing the original item on which the Exception Item is based.

You acknowledge and agree that even if we do not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. Our failure to identify an Exception Item shall not preclude or limit your obligation to us.

**I. Financial Data.** We agree to transmit to you all the financial data under our control required to utilize Mobile Deposit and to act on appropriate instructions received from you in connection with Mobile Deposit. We shall exercise due care in seeking both to preserve the confidentiality of your number, password, or other personal information and to prevent the use of Mobile Deposit by unauthorized persons. In this connection, it is understood and agreed that implementation of our normal procedures for maintaining the confidentiality of information relating to our customers shall constitute due care, but shall not otherwise be under any liability of any kind for any loss incurred or damage suffered by you by reason of any misuse or unauthorized use of Mobile Deposit or disclosure of any confidential information of yours.

### **Fees and Charges**

Surrey Bank does not charge for the use of Online Banking, Bill Pay, Mobile Banking, Mobile Deposit, and/or Zelle® as described in this agreement.

However, you are responsible for all fees associated with your accounts as described in our Schedule of Fees and Services. These may include, but are not limited to chargeback fees, non-sufficient funds fees, and excessive activity fees. You may also incur fees for services you request, including but not limited to such as check orders, research, check and statement reprints and stop payment orders, as outlined in the Surrey Bank & Trust Schedule of Fees and Services.

Surrey Bank & Trust reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

You are solely responsible for any mobile phone or text messaging charges, internet access fees, and other expenses you incur by accessing your account through any Electronic Banking platform. Please check with your service provider(s) for information on their fees.

### **Restrictions**

Customers age 17 and younger are allowed access to Online and Mobile Banking, but may not access Bill Pay and Zelle® until they have reached majority (age 18).

Your ability to make transactions for certain accounts may be limited, in accordance with the account agreement you received at the time the account was opened.

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using any Electronic Banking service.

You may not gain, or attempt to gain, access to any Electronic Banking data not specifically permitted to you by Surrey Bank & Trust or its suppliers, and you must not include any obscene, libelous, scandalous, or defamatory content in any communications with Institution or its suppliers.

### **Liability**

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Surrey Bank & Trust and arrange to change your log-in credentials.

Surrey Bank & Trust is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event,

Surrey Bank & Trust will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Surrey Bank & Trust has knowledge of the possibility of them. Surrey Bank & Trust is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

Surrey Bank & Trust is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from notifications sent to an invalid or inactive e-mail address or postal address that you have provided. It is your responsibility to promptly notify Surrey Bank & Trust of any change in your telephone number(s), e-mail address or postal address by contacting Surrey Bank & Trust at (336) 783-3900, visiting any of Surrey Bank & Trust's branch locations, or updating your information by logging into Online Banking as usual and going to Self Service>Self Administration. Surrey Bank & Trust is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from notifications sent to an invalid or inactive e-mail address or postal address you have provided.

You may terminate this Agreement by contacting your nearest Surrey Bank office; emailing [surreybank@surreybank.com](mailto:surreybank@surreybank.com); calling Surrey Bank & Trust at (336) 783-3900; or sending written notice to Surrey Bank & Trust Electronic Banking Department, PO Box 1227, Mount Airy, NC 27030.

### **Unauthorized Transactions**

**You should notify us immediately if you believe anyone has improperly obtained your Electronic Banking credentials or access device or if you suspect a payment or transfer was made without your permission. Calling us at (336) 783-3900 is the best way to limit your potential risk. You could lose all the money in your Account, plus the maximum amount of any line of credit (such as a Cash Reserve) or a savings account linked to your Account for overdraft protection transfer purposes.**

In case of errors or questions about transactions made using any Electronic Banking service, please call (336) 783-3900. For additional information, personal Electronic Banking customers may refer to the Consumer Electronic Fund Transfer Disclosure and Agreement provided at the time you opened your account. Digital One Business customers may call (336) 783-3900 for information on their rights.

### **Electronic Mail (E-mail)**

Unencrypted e-mail sent is not secure. **Please do not include confidential information, such as account numbers and balances in any regular e-mail sent to Surrey Bank & Trust.** Instead, please use the Messaging capabilities in the Online Banking site. You cannot use e-mail to initiate Online Banking transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Surrey Bank & Trust will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

### **Use of Data**

We and our service providers will use the information you provide for the purposes of providing Electronic Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for service in a month).

If you use location-enabled services, we may collect and process information about your actual location, such as the IP address you use to log into Online Banking or GPS signals sent by a mobile device. We may use location information we collect to protect against actual or potential fraud.

We collect only information that is necessary to serve you and administer our business. Surrey Bank & Trust does not share any non-public personal information with anyone outside of the Surrey Bank & Trust family. Please refer to our Privacy Statement for more information.

### **Accessibility**

You can usually access Online and Mobile Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all functions of Online and/or Mobile Banking may not be available due to system maintenance or reasons beyond our control. Surrey Bank & Trust does not warrant that Online and/or Mobile Banking will be available at all times. When unavailable, you may conduct your transactions via an automated teller machine (ATM), or by contacting your Surrey Bank & Trust branch.

### **User Conduct**

You agree not to use Electronic Banking services or the content or information delivered through Electronic Banking applications in any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or cause us to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of Electronic Banking by any other party; (j) use Electronic Banking in any manner to gain unauthorized entry or access into our computer systems; or (k) resell or make any commercial use of Electronic Banking services.

### **Links to other Sites**

Information that Surrey Bank & Trust publishes on its website and online banking site may contain links to other sites, and other parties may establish links to the bank's homepage. Surrey Bank & Trust makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Surrey Bank & Trust does not endorse the products or services offered by any company or person linked to this site nor is Surrey Bank & Trust responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

### **Damages and Warranties**

Maintenance of Electronic Banking platforms, or any related services may be performed from time-to-time resulting in interrupted service, delays, or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

We and our service providers disclaim all warranties relating to Online Banking, Bill Pay and Mobile Banking services, or otherwise in connection with this Agreement, whether oral or written, express,

implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement.

Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or had reason to know of, the possibility of such damages.

In addition to the terms previously disclosed, Surrey Bank & Trust is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by use of any Electronic Banking service or in any way arising out of the installation, use or maintenance of your personal computer, mobile phone, tablet, hardware or software, including any software provided by Surrey Bank & Trust or one of its suppliers. In addition, Surrey Bank & Trust disclaims any responsibility for any electronic virus(s) customer may encounter after installation of such software or use of the Online and/or Mobile Banking systems.

Without limiting the foregoing, neither Surrey Bank & Trust nor its suppliers shall be liable for any (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network.

Surrey Bank & Trust and its suppliers provide Electronic Banking services from their own sites and they make no representation or warranty that any information, material or functions included in Online and/or Mobile Banking are appropriate for use by you in your jurisdiction. If you choose to use the Online and/or Mobile Banking systems, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Surrey Bank & Trust nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of any or all Electronic Banking services or contained in any third-party sites linked to or from our web site.

**SURREY BANK & TRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE ONLINE BANKING SYSTEM, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. SURREY BANK & TRUST DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.**

**UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY MOBILE BANKING. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF MOBILE BANKING.**

**OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR MOBILE BANKING SERVICES RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.**

**MOBILE BANKING IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF**



**MERCHANTABILITY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF MOBILE BANKING (INCLUDING WITHOUT LIMITATION THAT MOBILE BANKING WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE).**

Surrey Bank & Trust shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or any failure to perform our responsibilities hereunder due to causes beyond our reasonable control.

### **Indemnification**

You agree to indemnify, defend, and hold us and our officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, harmless (by counsel of our choosing) from and against every claim, demand, action, cost, loss, liability, cause of action of third parties, and expenses (including without limitation attorneys' fees) relating to our provision of or your use of any Electronic Banking service which we incur by (a) acting in accordance with this Agreement or as a result of your failure to abide by its terms, (b) your breach of any representation or warranty herein, (c) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Electronic Banking services; (d) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to Electronic Banking services; and (e) any transmission or instruction, whether or not authorized, acted upon by us in good faith. This paragraph shall survive termination of this Agreement.

### **Third Party Beneficiary**

You agree that our service providers may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.

### **Additional Remedies**

Due to the likelihood of irreparable injury, Surrey Bank & Trust shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

### **Amendment and Termination**

Surrey Bank & Trust has the right to change this Agreement at any time. Surrey Bank & Trust reserves the right to change the charges, fees or other terms described in this Agreement at any time. When changes are made, notification of changes will be made available to you upon successful login to Online Banking, by electronic mail, posted in our branches and/or website, mailed to you at the last address shown for the Account on our records, or as otherwise permitted by law.

Surrey Bank & Trust reserves the right to lock your account after 90 days of inactivity. Surrey Bank & Trust reserves the right to terminate this Agreement at any time.

We reserve the right to change or cancel any or all Electronic Banking services, in whole or in part, at any time without notice. We also reserve the right to temporarily suspend Electronic Banking services at our sole discretion.

We may also suspend or terminate your use of any or all Electronic Banking services at any time without notice and for any reason, including but not limited to, your non-use of such services.

We may immediately suspend or terminate your access to any or all Electronic Banking services in the event that we reasonably determine such suspension or termination is necessary in order to protect Surrey Bank & Trust from harm or compromise of integrity, security, reputation, or operation.

You agree that we will not be liable to you or any third party for any modification or discontinuance of any or all Electronic Banking services.

You may cancel your participation in any or all Electronic Banking services by contacting your nearest Surrey Bank office; emailing [surreybank@surreybank.com](mailto:surreybank@surreybank.com); calling Surrey Bank & Trust at (336) 783-3900; or sending written notice to Surrey Bank & Trust Electronic Banking Department, PO Box 1227, Mount Airy, NC 27030. You may reactivate Electronic Banking services at any time after cancellation, provided your account is in good standing.

Upon any termination of this Agreement, (i) You will immediately cease using any or all Electronic Banking services and (ii) you shall promptly remit all unpaid monies due under this Agreement.

After suspension, cancellation or termination, Surrey Bank may, but is not obligated to, continue making previously authorized transfers.

Suspension or termination of any or all Electronic Banking services by either party does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

In addition, you agree to keep your account(s) with us open and to maintain funds in such account(s) in amounts and for a period of time determined by us in our reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid.

### **Applicable Rules, Laws, and Regulations**

Except for the End User License Agreement, all other portions of this Surrey Bank & Trust Electronic Banking Service Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, excluding that body of laws pertaining to conflict of laws.

All disputes relating to this Surrey Bank & Trust Electronic Banking Service Agreement, excluding the End User License Agreement, are subject to the exclusive jurisdiction of the courts of North Carolina and the parties expressly consent to jurisdiction and venue thereof and therein.

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the State of North Carolina. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

### **Assignment**

Surrey Bank & Trust may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

## **Integration**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Surrey Bank & Trust.

## **Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another Agreement between you and Surrey Bank & Trust, this Agreement will control.

If any provision of this Agreement is declared invalid by a court or other tribunal of competent jurisdiction then, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

## **Waiver**

Surrey Bank & Trust shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Surrey Bank & Trust of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this agreement.

## **Events Beyond Our Control**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

## **Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

*<sup>1</sup>The number and type of transactions you may make from an account may be limited, as described in the applicable account Agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires.*

*<sup>2</sup>Customers may use either a landline or a mobile phone to complete out-of-band-authentication; text alerts; Mobile Banking and Zelle® require a valid U.S. mobile phone number.*

## **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

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

### **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.

### **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 California 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 California 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.

### **Content and Services**

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

## **SECTION C**

### **Zelle Network® Standard Terms**

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

a. We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle® as "Network Banks."

b. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank.

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

## 2. Eligibility and User Profile

To use the Service through Surrey Bank & Trust, you must be a registered Mobile Banking user with a valid User ID and Password, as well as an eligible Funding and/or Deposit Account.

You agree to maintain an eligible Funding Account and/or a Deposit Account. For the Transfer Service offered through Surrey Bank & Trust, eligible Funding and Deposit Accounts are limited to personal checking accounts.

When you enroll to use the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

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

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.

**Content Standards:** 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.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or

warranty that Content uploaded to a User profile accurately identifies a particular User of the Service. The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

Your use of the Service constitutes your acceptance of this Agreement. This Agreement may be amended at any time by us without specific notice to you. In addition to this Agreement, you agree to be bound by and to comply with the applicable terms and conditions governing your account(s). Please consult your Account Agreement for information. You also agree to be bound by and to comply with the Electronic Banking Terms and Conditions.

Surrey Bank & Trust reserves the right to change, modify, add, or remove portions of these Services without notice. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

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

Surrey Bank & Trust, Zelle®, and other network banks use the information you provide for the purposes of providing the Service.

Each time you use the Transfer Service, you are also authorizing and instructing either us or Zelle® to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so.

If you use location-enabled Mobile Banking, we may collect and process information about your actual location, such as GPS signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud.

You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts.

In particular, if you a) receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and b) authorize or accept completion of the Transfer Transaction,

then you are also authorizing all Participating Financial Institutions and Zelle® to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

You agree that we may provide information about you to:

- any User you contact, communicate with, send funds to, or receive funds from, using the Transfer Service, and;
- any User's Financial Institution, Zelle®, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, and email address.

You agree that we may also obtain any additional information as we deem reasonably necessary to ensure that you are not using the Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning your transactions. You authorized us to use, modify and/or distribute to other parties any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Transfer Service.

Your authorization includes, but is not limited to, providing such information to:

- Users to whom you send funds or from whom you receive funds using the Transfer Service, Zelle®, User's Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

We may also disclose information to third parties about your account or the transfers you make, in order to process your transactions or to verify the existence and condition of your account. These third parties may include transactions processors, clearinghouses, credit bureaus and merchants.

Each time you use the Transfer Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Addendum,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.



#### **4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access Surrey Bank & Trust's Privacy Policy at <https://www.surreybank.com/privacy/>, which is incorporated into and made a part of this Agreement by this reference. To see how the Zelle® network treats your information, visit <https://www.zellepay.com/legal/legal-and-privacy>.

#### **5. Wireless Operator Data**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT & T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to 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 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. Once enrolled, you may:

i. authorize a debit from 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."

iii. 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.

iv. 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.**

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers

between Network Banks and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at (855) 231-8469 or email [surreybank@billsupport.com](mailto:surreybank@billsupport.com). You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Surrey Bank & Trust's Mobile Banking service supports most wireless carriers.

## **8. Receiving Money; Money Transfers by Network Banks**

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

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

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

## **9. Sending Money; Debits by Network Banks**

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

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

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

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

## 10. Liability

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

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

Surrey Bank & Trust also does not offer a protection program for authorized payments made through the service.

## 11. Send Limits

Surrey Bank & Trust does not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable account(s). We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of transfers you can make using the Service.

You may not make transfers in excess of the limits described below. The amount of money you can send will vary based on your transaction history, your recipient, and the transaction history with each recipient. Our normal daily transaction limit is \$250 per transaction with a maximum daily aggregate limit of \$500. You may be granted a higher limit, subject to bank approval, up to a maximum daily transaction limit of \$1,000 per transaction and a maximum daily aggregate limit of \$2,000.

Transfer limits applicable to Users at other financial institutions are governed by the User's Financial Institution's transfer service agreements. Transfer limits applicable to Users who use the separate Zelle® transfer service website or mobile app are governed by Zelle®'s separate transfer service agreements.

We reserve the right to return all or part of any Transfer Transaction to the sending financial institution, at any time and at our sole discretion, if:

- We are unable to establish that you are the intended recipient of the Transfer Transaction;
- You have not enrolled with the Transfer Service using the specific email address or telephone number the sending User has provided to us for you;
- We reasonably believe that completing the Transfer Transaction would violate any applicable law or regulation;
- We are advised that either the Participating Financial Institution, the User initiating the Transfer Transaction, or the owner of the Funding Account from which the payment was made, has alleged that the Transfer Transaction was fraudulent or unauthorized.

## **12. Requesting Money**

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

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

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

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

## **13. Transaction Errors**

Surrey Bank & Trust will not be liable:

- If you have not given us complete, correct or current account numbers or other identifying payment information so that we or a payee can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you schedule duplicate or erroneous payments.

- If, through no fault of ours, you do not have enough available money in the account from which a payment is to be made, or if the account has been closed or is not in good standing, or if a payment is reversed because of insufficient funds, or if you fail to advance funds from another account into the bill pay funding account to ensure the availability of funds.
- If your equipment or ours was not working properly and the breakdown should have been apparent when you attempted to conduct the transaction or if you had been advised about a potential malfunction before you executed the transaction.
- If you receive notice from a payee that any payment you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact.
- If the transfer was made to a person or entity that you are not permitted to designate (see the **Eligibility and User Profile** section above).
- If the recipient's Financial Institution does not process the Transfer Transaction promptly or correctly.
- If the money in the account from which a Transfer Transaction is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control such as, but not limited to, fire, flood, or interference from an outside force, prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

Surrey Bank & Trust is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, Surrey Bank & Trust will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Surrey Bank & Trust has knowledge of the possibility of them. Surrey Bank & Trust is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

#### **14. Your Liability for Unauthorized Transfers**

It is solely your responsibility to verify the mobile telephone number is complete and accurate before funds are transmitted. Surrey Bank has no obligation to discover and shall not be liable to you (Customer) for errors made by you, including but not limited to errors made in identifying the Receiver, or failure to identify a valid mobile telephone number before payment is initiated. Surrey Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by you.

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

Surrey Bank is not responsible for failures, errors, delays, or inability to access the Service or to complete a transfer using the Service caused by your equipment or by your failure to properly use the Service.

You agree to maintain a valid, active e-mail address and/or cell phone number to which confirmation of transactions can be sent. You must promptly notify Surrey Bank & Trust of any change in your e-mail address or mobile phone number by contacting your Surrey Bank & Trust branch office or calling (336) 783-3900.

Surrey Bank & Trust is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from payments that were not completed.

## **16. Fees**

Transfers initiated with the Zelle® application do not incur fees.

Surrey Bank does not charge a fee for using the Transfer Service within our Mobile app; however, standard text messaging fees may be assessed by your mobile carrier, and data rates may apply.

Surrey Bank reserves the right to assess fees in connection with the Transfer Service within our Mobile app in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account associated with the Service used for Transfer Transactions.

## **17. Use of Our Mobile Banking App**

You agree to access the Surrey Bank Mobile app in compliance with this Agreement, which is available at <https://www.surreybank.com/globalassets/new-website-pdfs/electronic-banking-forms/electronic-banking-ageement.pdf> and incorporated into and made part of this Agreement by this reference.

## **18. Cancellation of the Service**

You may terminate this Agreement by 1) contacting your Surrey Bank & Trust branch, 2) by emailing [surreybank@surreybank.com](mailto:surreybank@surreybank.com) or 3) by calling the Surrey Bank & Trust Electronic Banking Department at (336) 783-3900, or 4) by sending written notification to Surrey Bank & Trust, PO Box 1227, Mount Airy, NC 27030. Surrey Bank & Trust is not responsible for any transactions made before we have had a reasonable opportunity to act on your termination notice. You remain obligated for any transactions made by Surrey Bank & Trust on your behalf.

## **19. Right to Terminate Access**

We reserve the right to change or cancel the Service, in whole or in part, at any time without notice. We also reserve the right to temporarily suspend the Service at our sole discretion.

We may also suspend or terminate your use of the Service without notice and for any reason. We may immediately suspend or terminate your access to this and related services in the event that we reasonably determine such suspension or termination is necessary in order to protect the Service and/or Surrey Bank & Trust from harm or compromise of integrity, security, reputation, or operation.

You agree that we will not be liable to you or any third party for any modification or discontinuance of the Service.

Upon any termination of this Agreement, (i) You will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement.

After suspension, cancellation or termination, Surrey Bank may, but is not obligated to, continue making previously authorized transfers.

Suspension or termination of the Service by either party does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

In addition, you agree to keep your account(s) with us open and to maintain funds in such account(s) in amounts and for a period of time determined by us in our reasonable discretion to cover any outstanding transactions and your obligations for returns of those transactions, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid.

## **20. Disclaimer of Warranties**

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

## **21. Limitation of Liability**

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

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

## **22. Indemnification**

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

use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

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

If any provision of this Agreement is declared invalid by a court or other tribunal of competent jurisdiction then, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

All other portions of this Agreement, excluding the Mobile Banking End User License Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, excluding that body of laws pertaining to conflict of laws.

All disputes relating to this Agreement, excluding the Mobile Banking End User License Agreement, are subject to the exclusive jurisdiction of the courts of North Carolina and the parties expressly consent to jurisdiction and venue thereof and therein.

### **24. Miscellaneous**

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

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

You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce this provision against you.”

By pressing the "Accept" button below, I agree to the terms and conditions of this Agreement

**IMPORTANT: PLEASE PRINT AND RETAIN THIS CONSENT AND AUTHORIZATION**