

Zelle Network® Transfer Service Addendum to the Seacoast National Bank Online Banking Agreement

Last updated: 10/31/2022

1. Description of Services

- a. Seacoast National Bank (also may be referred to as the “*Bank*,” “*us*,” “*we*,” or “*our*”) has partnered with the *Zelle Network* (“*Zelle*”) to enable a convenient way to transfer money between Customers of Seacoast National Bank (also may be referred to as “*you*,” “*your*,” or “*yours*”) 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 “Transfer Service” or “Service”). We will refer to financial institutions that have partnered with *Zelle* (including us) as “Network Banks.”
- b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Zelle Network Transfer Service Addendum to the Seacoast National Bank Online Banking Agreement (this “Agreement”). If there are any conflicts between the terms of this Agreement and any other agreement between you and the Bank (including the Online Banking Agreement), this Agreement shall control as to the Service.

In order to use the Service, you must have an eligible bank account and currently be enrolled in Online Banking as that term is defined in the Online Banking Agreement. You represent that you are at least eighteen (18) years of age and 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 use, 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 any data, information or any other content ("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 of this Agreement. 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 provided above. 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 of this Agreement. You understand that by using the Service, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any User *Zelle* tags, including any loss or damage caused thereby. We and *Zelle* make no representation or warranty that a User *Zelle* tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for Users who use or publish Content on the Service that is subject to intellectual property rights claims.

We may amend this Agreement at any time. Your continued use of the Service will reflect your acceptance of the revised terms and conditions to this Agreement. Notice will be provided if your rights under the terms and conditions of this Agreement are expected to materially change. If any change to the terms and conditions is not acceptable to you, discontinue the use of the Service immediately.

You agree that there may be other eligibility requirements that apply to participate in the Service (e.g., you must have a U.S. domestic deposit account, a U.S. phone number, and a debit card issued in conjunction with a U.S. domestic deposit account (no U.S. territories)), and that we have the right and sole discretion, to restrict or otherwise prohibit or terminate your use of the Service.

3. Definitions

Except as otherwise provided in this Agreement, terms defined in the Online Banking Agreement have the same meaning in this Agreement. In addition, in this Agreement:

- "Deposit Account" means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.
- "Funding Account" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.
- "Network Bank" means any financial institution which is participating in, or cooperating with *Zelle* and the Transfer Service. We are a Network Bank.
- "Transfer Transaction" means a transaction initiated through the Transfer Service to:
 - transfer funds out of your Funding Account to a User;
 - receive a transfer of funds into your Deposit Account from a User;
 - send a request to a User asking the User to transfer funds to you using the Transfer Service; and/or
 - receive a request from a User asking you to transfer funds to them using the Transfer Service.
- "User" means a person who is any one or more of the following:
 - an individual, business or government agency enrolled in the Transfer Service through any Network Bank;
 - a business that uses the Transfer Service through any Network Bank to send money to another User;
 - an individual or business that is enrolled in the Transfer Service directly with *Zelle* to receive funds at the User's financial institution; or
 - an individual, or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction.
- "User's Financial Institution" means any financial institution, including a Network Bank, holding a User's account that the User has authorized to send or receive a transfer of funds as a result of a Transfer Transaction.
- "you or your" means each owner of a Deposit Account and/or Funding Account.
- "we, us, our and the "Bank" means Seacoast National Bank and any of its affiliates or direct or indirect subsidiaries, involved in the provision of the Transfer Service.
- "*Zelle*" refers to the *Zelle* Network® operated by Early Warning Services, LLC, which facilitates the exchange of Transfer Transaction messages between financial institutions.

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

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

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then

You are also authorizing all Network Banks and *Zelle* to associate that email address or telephone number with you and with your Funding Account and Deposit Accounts.

You agree that we may provide information about you to:

- any User you contact or attempt to contact, communicate or attempt to communicate with, send or attempt to send funds to, or receive or attempt to 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 (first and last name), address, telephone number, email address, and your *Zelle* QR Code. You irrevocably waive any provision of our Privacy Policy, which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

Additional Provisions Concerning Use of Information

You agree that we may obtain such 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 the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

You authorize us and other Network Banks to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions,
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Transfer Service.
- investigate any claim related to your account or the funds you send or receive,
- to comply with government agency or court orders,
- in accordance with your written permission, or
- as otherwise permitted in accordance with the terms of our Privacy Policy.

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

- Users to whom you send or attempt to send funds, or from whom you receive or attempt to 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. The 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 or Deposit Account to effect Transfer Transactions or for any other purpose authorized by this Agreement,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a Transfer Transaction, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Transfer Service participants.

5. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at [Privacy and Security | Florida | Seacoast Bank](#), which Privacy Policy is incorporated into and made a part of this Agreement by this reference.

6. 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. See *Zelle's* Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how *Zelle* treats your data and our Privacy Policy [[Privacy and Security | Florida | Seacoast Bank](#)] for how we treat your data.

7. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. We reserve the right to cancel any enrolled email addresses or mobile phone numbers that do not meet the requirements of this section at any time without prior notice.
- b. Once enrolled, you may:
 - i. Authorize a debit of your account to send money to another User either at your initiation or at the request of that User. You agree to maintain sufficient available funds in the same account for each transfer you request or respond to until the transfer is completed. We have the right to decline a transfer request if there are insufficient funds.
 - ii. Authorize receipts of money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with *Zelle*. The Z logo will be displayed to other

Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with *Zelle*. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle*.

8. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, 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, 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. To change your email address or mobile phone number, you must provide us with notice of the change in writing. Address and mobile phone number changes may be initiated: a) at your request, in writing, b) if we receive notice of change to your email address or mobile phone number from any Network Bank or any common carrier, or c) if we receive information from any other party that the email address or mobile phone number in our records no longer is associated with you. We may continue to rely on any email address or telephone number that has been provided to us until you notify us in writing of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.
- 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. You understand and agree any emails or text messages sent through the Service may not be encrypted and may include personal or confidential information about you, such as the activity or status of your account. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or any other delivery location that is not your own or from your violation of applicable federal, state, or local laws, rules, regulations, or ordinances. Your obligations under this section shall survive termination of this Agreement.
- f. To cancel text messaging from us, send STOP to 864-34. For help or information regarding text messaging, send HELP to 864-34 or contact our customer service at 800-706-9991 or 772-221-2555. You expressly consent to receipt of a text message to confirm your "STOP" request. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in

the event you withdraw your consent.

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

9. 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.

10. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) 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.

11. 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).

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY OTHER FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR MOBILE PHONE NUMBERS PROVIDED TO US.

YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

12. Send Limits

Transfers from your Bank account may be made in any amounts from \$1 up to the limits shown below. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

| | Limit |
|--------------------|---------|
| Per transaction | \$1,000 |
| Per day | \$1,000 |
| Per calendar month | \$2,000 |

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

All Transfer Transactions are subject to the Deposit Account Agreement and regulations governing your account. Transfer limits, if any, applicable to the holder of the accounts for the transfer of funds to your deposit account or receiving transfers to their accounts are governed by terms of that party's transfer service.

13. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, 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.

14. Transaction Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

15. Your Liability for Unauthorized Transfers

The provisions in this Section apply only to electronic fund transfers (EFTs) that debit or credit a consumer's checking, savings, or other asset account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act, and do not apply to business accounts.

When applicable, we may rely on any exceptions to the provisions in this Section or in Section 16 that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

Generally. Tell us AT ONCE if you believe if you discover an unauthorized electronic transfer instruction (done without your permission). Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, you can lose no more than \$50 if someone accessed your account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft, and we can prove we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not authorize, including those made by card, code or

other means, tell us at once. If you do not tell us within 60 days of your statement date, regardless of how we make your statement of account available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Other provisions related to your debit card may apply; please refer to the Deposit Account Agreement.

Contact in event of unauthorized transfer. Here's how to notify us when you believe that an error, unauthorized EFT, or unauthorized transfer has been or may have been made:

- Phone. 1-800-706-9991 (Toll Free) or 772-287-4000 (For outside the U.S.), Monday – Friday 7AM – 10PM, Saturday 8:30AM – 5PM, Closed Sunday.
- Paper Mail. Seacoast National Bank, P.O. Box 9012, Stuart, FL 34995.
- Online. Sign on to Online Banking with your username and password and access the “Messages” menu item to send a secure message.

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this document, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days of your statement date, regardless of how we make your statement of account available to you on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

16. Liability for Failure to Complete Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If you have an overdraft line and the transfer would go over the credit limit.

(3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(5) There may be other exceptions stated in our Agreement with you.

In using the Service, you are requesting us to attempt to make payments for you from your registered bank account. If we are unable to complete the Transfer Transaction instruction for any reason associated with your registered bank account (for example, there are insufficient funds in your account, or the transfer instruction would exceed the credit or overdraft protection limit of your registered bank account, to cover the payment), the transfer instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the Transfer Transaction instruction if we have delivered the payment to the receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your registered transaction account to allow us to complete the debit processing;
- b. You may be assessed a fee by Zelle and by us if the Transfer Transaction instruction cannot be debited because you have insufficient funds in your registered bank account, or the transaction would exceed the credit or overdraft protection limit of your registered bank account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Deposit Account Agreement with us. You hereby authorize us to deduct these amounts from your designated registered bank account, including by ACH debit;
- c. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
- d. We are authorized to report the facts concerning the return to any credit reporting agency.

17. Payment Cancellation/Stop Payment Requests

Our ability to stop a Transfer Transaction instruction or recover funds associated with an unauthorized Transfer Transaction instruction will depend on the manner in which the Transfer Transaction instruction was initiated, and whether the Transfer Transaction instruction to another User's account has begun processing. We may not be able to cancel Transfer Transaction instructions as the Transfer Transaction instructions may be processed immediately. Transfers that have been processed cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any User to whom you send money through a transfer.

We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting the Bank at 1-800-706-9991 (Toll Free) or 772-287-4000 (For outside the U.S.). If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee disclosure.

18. Failure or Rejection of Transfers; Refused Payments.

We do not make any representation or warranty that any Transfer Transaction can be completed or that it can be completed within a particular time period. Any estimates we may provide concerning the completion date for the Transfer Transaction is only an estimate and is not binding on us. You understand and agree we have no control over the actions of other Users or other financial institutions that may prevent or delay a Transfer Transaction. You understand and agree that we may not be able to complete a transaction if (i) the receiving User does not enroll in the Service or (ii) the receiving User does not register with the Service the email address or telephone number you have provided to us for the User.

If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject the transaction. We reserve the right to decline to initiate or complete a Transfer Transaction for any reason. We reserve the right to refuse to pay any User. We will attempt to notify the sender if we decide to refuse to pay a User designated by the sender. Notification is not required if you attempt to make an impermissible payment under this Agreement.

19. Fees

We do not charge a fee for using the Transfer Service. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Account fees (e.g., monthly service, overdraft) will also continue apply to your account(s) that you use for the Transfer Service. In addition, fees may apply if you use the Transfer Service through another financial institution or through Zelle's separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Transfer Service 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 used for the Transfer Transaction.

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

You agree to access this website, Online Banking and/or mobile app in compliance with our Online Banking Agreement, which is available at [Account Agreements and Disclosures | Florida | Seacoast Bank](#) and incorporated into and made part of this Agreement by this reference.

21. Cancellation of the Service

You may cancel services at any time by calling the service center at 1-800-706-9991 (Toll Free) or 772-287-4000 (For outside the U.S.).

22. Right to Terminate Access

You agree that unless otherwise required by applicable law or regulation, we can terminate your access to the Transfer Service, in whole or in part, at any time. For example, in the event (i) you violate any terms of this Agreement or the Online Banking Agreement, (ii) there are suspected or confirmed unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer Service participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another User, or
- your ability to receive requests for funds from another User.

23. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, WE AND ZELLE MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. WE AND ZELLE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

24. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, AND OUR RESPECTIVE 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 WE OR 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 US, ZELLE, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

25. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, Zelle, our respective 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.

26. Governing Law; Choice of Law; Severability

UNLESS YOU OPT-OUT PURSUANT TO THE TERMS OF THE ONLINE BANKING AGREEMENT, THIS AGREEMENT IS SUBJECT TO AN ARBITRATION PROVISION UNDER FEDERAL AND FLORIDA LAW. BY ENTERING INTO THIS AGREEMENT, YOU WILL WAIVE CERTAIN RIGHTS. PLEASE READ THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISIONS IN THIS AGREEMENT AND THE ONLINE BANKING AGREEMENT CAREFULLY TO ASSESS YOUR RIGHT TO RESOLVE DISPUTES.

This Agreement shall be governed in accordance with the Sections titled "Governing Law," "Dispute Resolution," "Waiver of Jury Trial," and "Binding Arbitration" in the Online Banking Agreement. To that end, you and we agree that our relationship includes transactions involving interstate commerce and that this Agreement is governed by the Federal Arbitration Act and is subject to binding arbitration as provided in the Online Banking Agreement. To the extent state law is applicable, the laws of the state of Florida shall apply. Please read these sections in the Online Banking agreement carefully to assess your rights to resolve disputes.

As provided in the Online Banking Agreement, YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY,

AFTER CONSULTING WITH OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR ANY OF THE SERVICES OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF EITHER OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY YOU OR US, EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY EACH PARTY TO THIS AGREEMENT.

Furthermore, as provided in the Online Banking Agreement, YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. 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.

27. Miscellaneous

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

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.