



## SECTION C

### Zelle® Network Standard Terms

#### 1. Description of Services

a. We, Forbright Bank, have partnered with the Zelle Network® ("Zelle®") to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Zelle Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."

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

c. THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE 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 Zelle Service you agree to the terms and conditions of these Zelle Network Standard Terms ("Zelle Terms"). 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 Zelle 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 Zelle Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle Service or share your credentials with a third party to use the Zelle Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle Service at any time and without prior notice, including for reasons involving your use of the Zelle Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

The Zelle Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle 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 Zelle 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 Zelle Service if we believe that you are using the Zelle Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Zelle Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle 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 Zelle Service.

The Zelle 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 mobile number or email address when sending, receiving, or requesting money, which will be your Zelle tag. You will be limited to one Zelle tag per bank account, and each Zelle tag must have an eligible 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 Zelle 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 Zelle 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 Zelle Service. We respect the intellectual property of others and require that users of the Zelle 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 Zelle Service that is subject to intellectual property rights claims.

These Zelle Terms and the Forbright Bank "Internet Banking Disclosure Statement and Agreement Definition of Terms" contain the terms and conditions governing your use of the Zelle Service. If we make changes to these Zelle Terms, we will update the Zelle Terms on the website. We will notify you of changes following the procedures specified in the Forbright Bank "Internet Banking Disclosure Statement and Agreement Definition of

Terms." In the event of any inconsistency between these Zelle Terms and the Forbright Bank "Internet Banking Disclosure Statement and Agreement Definition of Terms" these Zelle Terms will control. Please read these Zelle Terms carefully. By agreeing to these Zelle Terms, or using or accessing the Zelle Service, you are agreeing to the terms and conditions of these Zelle Terms and the Forbright Bank "Internet Banking Disclosure Statement and Agreement Definition of Terms". These Zelle Terms and the Forbright Bank "Internet Banking Disclosure Statement and Agreement Definition of Terms" include, among other things:

- your agreement that each time you use or access the Zelle Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf;
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so;
- your agreement that if you request money from another person using the Zelle Service, it will not be for an overdue or defaulted debt, court-ordered amounts such as alimony or child support, a gambling debt, or a debt owed to someone other than you;
- our obligations to you;
- your obligations as a user of the Zelle Service;
- circumstances under which we may reverse or modify transactions or remove funds from your account;
- the ways in which we may send you notices and disclosures;
- limitations on our liability to you;
- your mutual agreement with us that these Zelle Terms will be governed by the laws of the State of Maryland, without regard to conflict of law principles; and
- Zelle's disclaimer of warranties, limitations of Zelle's liabilities to you, and your indemnification of Zelle for your use of the Transfer Service. Your agreement to these terms is essential to our agreement to provide the Zelle Service and our pricing of the Zelle Service.

In order to use the Zelle Service, you must have an eligible transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions ("Funding Account") or transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions ("Deposit Account") based in the United States, which includes Forbright Bank checking or savings accounts. The Funding Account and the Deposit Account may be the same account. Account eligibility rules may differ if you are enrolling in Zelle through a separate financial institution or on Zelle's separate transfer service website or mobile app. In order to receive fund transfers into your Deposit Account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual, you must have an available balance in that account. You represent that you have the authority to authorize debits and credits to the enrolled Funding Account or Deposit Account. You agree that there may be other eligibility requirements that apply to participate in the Zelle Service (e.g., non-U.S.

persons may be prohibited from using the Zelle Service), and that we have the right and sole discretion, to restrict or otherwise prohibit your use of the Zelle Service. We may, from time to time, introduce new features to the Zelle Service. When this happens, we will update our website to include them.

### 3. Consent to Use and Disclose Personal Information (Including Account Information)

You authorize each participating Network 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. "Transfer Transaction" means a transaction initiated through the Zelle Service to:

- transfer money out of your Funding Account to a User;
- receive a transfer of money into your Deposit Account from a User;
- send a request to a User asking the User to transfer money to you using the Zelle Service; and/or
- receive a request from a User asking you to transfer money to them using the Zelle Service.

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 participating Network 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 irrevocably waive any provision of our Forbright Bank Consumer Privacy Notice, which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

We may share information with Zelle Service providers with whom we work, such as data processors and companies that help us market products and services to you, when permitted or required by law, we may share information with additional third parties for purposes including response to legal process. As applicable please see the additional privacy policies referenced below, such as the Forbright Bank Consumer Privacy Notice, for more information on how we may share information with affiliates and third parties.

### 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Notice at: <https://www.forbrightbank.com/privacy-notice/>, which is incorporated into and made a part of these Zelle Terms by this reference.

### 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 carrier to use or disclose information about your account and your wireless device, if available, to

Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

## 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. You may not enroll in the Zelle Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:

i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

c. If at any time while you are enrolled, you do not send or receive money using the Zelle 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 Zelle 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®.

e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

## 7. 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 Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions 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 Zelle Service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled or is use as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either 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, contact our Customer Zelle Service at 888-855-7778 or [customerservice@forbrightbank.com](mailto:customerservice@forbrightbank.com) . You expressly consent to receipt of a text message to confirm your "STOP" request.

To get help with the Zelle Service or General Text messages, call Customer Service at 888-855-7778. Message and data rates may apply.

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

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 messages confirming your instructions, including a confirmation from us of the withdrawal of your consent.

## 8. Receiving Money; Money Transfers by Network Financial Institutions

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 Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

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

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

## 9. Sending Money; Debits by Network Financial Institutions

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 Zelle Service by you shall at all times be subject to (i) these Zelle Terms, 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 with email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. 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, the other Network Financial Institutions, and other Zelle users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, 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 or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

Neither we nor Zelle have control over the actions of other Users or other Network 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 ZELLE 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 ZELLE 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). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

To protect your personal information from unauthorized access and use, Forbright Bank uses security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to customers' personal information to only those Bank employees needing to know this information to provide you with products and services.

#### 11. Send Limits

You may not make transfers in excess of the limits described below. The amount of money you can send will vary based on the type of Funding Account you use, your recipient, and the transaction history for each recipient. Transfers to established recipients from a Forbright Bank Funding Account may be made up to a daily aggregate dollar limit of \$4,000.00 with a transaction limit of \$2,000.00. Transfers to new recipients are subject to lower limits. 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 change from time to time the dollar amount of transfers you are permitted to make using the Zelle Service without prior notice to you, unless otherwise required by applicable law or regulation. For example, in the event that your use of the Zelle Service has been suspended and reinstated, you understand and agree that your use of the Zelle Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Zelle Service. Your transfer limits may vary from those of other Users, depending upon criteria we establish from time to time.

#### 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 these Zelle Terms, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle 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 Financial Institutions 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

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.

### 14. Your Liability for Unauthorized Transfers

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. 888-855-7778 Monday -Friday with the exception of United States bank holidays 9:00am — 8:00pm ET**
- **Paper Mail. Forbright Bank- Digital Servicing**
- **4445 Willard Ave, 10th Floor, Chevy Chase, Maryland 20815**
- **Online.** Sign on to the Zelle Service with your username and password to send a secure message.

To limit your liability for subsequent unauthorized transfers, or to report any other errors, we must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared.

When contacting us about an error or with questions, please tell us:

- Your name and account number (if any).
- About the error or the transfer, you question and clearly explain why you believe it is an error or why you need more information.

- The dollar amount and date of the suspected error.

If you report a problem by phone, we may ask you to submit your complaint or question in writing within 10 Business Days. We'll determine whether an error occurred within 10 Business Days after we hear from you and will promptly correct any error. If we need more time to conduct our investigation, we'll notify you of our need for an extension of up to 45 days. If we decide to do this, we'll provisionally credit your account within 10 Business Days for the amount you think is in error, so you can use 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 don't receive it within 10 Business Days, we may not provisionally credit your account.

We may permit you to initiate or monitor the status of certain kinds of complaints or questions electronically. Complaints or questions you initiate via the process we provide will be considered as written notification.

For errors involving new accounts, our investigation may take up to 90 calendar days. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you about the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and you can ask for copies of the documents that we used in our investigation.

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

We do not make any representation or warranty that any Transfer Transaction can be completed, or that it can be completed within a particular period. Any estimate 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 that we have no control over the actions of other Users, or of other financial institutions (including User's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion.

You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving User does not enroll in or register with the Transfer Service; or,
- the receiving User does not register with the Zelle Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a User cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the Transfer Transaction is not completed, we will notify you to contact your intended recipient. If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject your request to initiate the Transfer Transaction. We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any User or from a User's Financial Institution to block your attempts to use the Zelle Service to initiate Transfer Transactions with that User or customers of that institution.

## 16. Fees

We do not charge a fee for using the Zelle 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) may also apply to your account(s) that you use for the Zelle Service. In addition, fees may apply if you use the Zelle 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 Zelle Service in the future. If we 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.

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

You agree to access this website and/or mobile app in compliance with our Terms of Use, which are available at <https://www.forbrightbank.com/legal/additional-disclosures-and-notice/internet-banking-disclosure-statement-and-agreement-definition-of-terms/> and incorporated into and made part of this Agreement by this reference.

## 18. Cancellation of the Service

You may cancel your enrollment in the Zelle Service at any time. Cancellation may be requested at one of the following levels, and you must clearly indicate the scope of your request so that we can process it correctly:

- Account-level cancellation – removal of the Zelle Service from a single eligible Funding or Deposit Account, while retaining the Zelle Service on your other enrolled accounts;
- Multiple-account cancellation – removal of the Zelle Service from two or more specified eligible accounts; or
- Full relationship cancellation – termination of your entire Zelle® profile and relationship with Forbright Bank, which will deactivate the Zelle Service across all of your enrolled accounts.

### How to Request Cancellation

To cancel the Transfer Service, you may use any of the following methods:

- Secure Message (preferred). Sign on to Online Banking through Personal eBanking and send a secure message to Forbright Bank requesting cancellation. Please specify whether the cancellation is at the account level (and identify the applicable account(s)) or whether you wish to terminate your entire Zelle® relationship with Forbright Bank.
- Account Officer. Contact your assigned account officer, who may open an internal service ticket on your behalf to process the cancellation request.
- Phone. Call Customer Service at 888-855-7778, Monday – Friday, 9:00 a.m. – 8:00 p.m. ET (excluding United States bank holidays).
- Paper Mail. Forbright Bank – Digital Servicing, 4445 Willard Ave, 10th Floor, Chevy Chase, Maryland 20815.

Upon receipt of your cancellation request, Forbright Bank will process the request and provide written confirmation through the same secure messaging channel (or, where applicable, through the service ticket

opened by your account officer). Cancellation will be effective once the Zelle Service has been removed from the specified account(s) or your entire Zelle® profile, as requested.

### Effect of Cancellation

Once your enrollment in the Zelle Service has been cancelled, you will no longer be able to send or receive money through the Zelle Service using the affected account(s) or, in the case of a full relationship cancellation, any account at Forbright Bank. Cancellation of the Zelle Service does not, by itself, close your underlying deposit account(s) with Forbright Bank, and does not affect transactions initiated prior to the effective date of cancellation. To re-enroll in the Zelle Service following cancellation, you must complete the enrollment process described in Section 6 (Enrolling for the Service), and re-enrollment may be subject to lower transfer limits or additional eligibility review.

### 19. Right to Terminate Access

You agree that unless otherwise required by applicable law or regulation, we can terminate your access to the Zelle Service, in whole or in part, at any time. For example, in the event (i) you violate any terms of this Addendum or the Internet Banking Disclosure Statement and Agreement Definition of Terms, (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 Zelle Service, you agree that we may suspend or terminate your access to the Zelle Service at any time. We may, in our sole discretion, at any time and without prior notice to you or other Zelle Service participants, suspend or terminate:

- the Zelle 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.

### 20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR Zelle® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND Zelle® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR Zelle® WARRANT THAT THE SERVICE WILL BE

UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## 21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL Zelle®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS 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 THESE ZELLE TERMS, 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 FINANCIAL INSTITUTIONS 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 Zelle Service, and except as otherwise provided in these Zelle Terms, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions, including Forbright Bank, 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 Zelle Service, or any violation by you of the terms of these Zelle Terms.

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

These Zelle Terms will be read and interpreted according to the laws of the State of Maryland, without regard to conflict-of-law rules.

In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees. If any provision of these Zelle Terms is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Nothing in these Zelle Terms is intended to vary our duty to act in good faith and with ordinary care when required by law.

Prior to initiating a lawsuit or an arbitration, you or we, as applicable, shall send the other party a claim and a reasonable opportunity, not less than 30 days, to resolve the claim. Any claim notice to you shall be sent in writing by mail to the address you provided in connection with your account (or any updated address you subsequently provide). Any claim notice to us shall be sent by mail to: Attention Legal Department, Forbright Bank, 4445 Willard Avenue, Suite 1000 Chevy Chase, MD 20815 (or any updated address we subsequently provide).

Any claim notice you send must include your name, address, and information sufficient to identify your account and explain the nature of the claim and the relief demanded. You may only submit a claim notice on your own behalf and not on behalf of any other party. The party giving a claim notice must reasonably cooperate in providing any information about the claim that the other party reasonably requests. 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.

#### 24. Miscellaneous

Subject to the terms of this Addendum, the Services are generally available 24 hours a day, seven days a week except for outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer Zelle 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.