



**By enrolling in CrossFirst Bank's Personal Online Banking, Mobile Banking, Bill Payment Services, or Mobile Check Deposit Service, you are agreeing to the terms and conditions contained herein.**

**You agree to receive the CrossFirst Bank Personal Online Banking Service Agreement electronically.** You also agree to receive all changes and updates to this Service Agreement and all disclosures, notices and other communications regarding the Service (as defined below) electronically. You are deemed to have received any electronic communication provided to you when they are made available to you. You can request free paper copies of any of these documents by calling (844) 261-2548 or sending an email to [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com).

After you have enrolled, you can withdraw your consent to future electronic receipt of documents by calling (844) 261-2548 or sending an email to [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com). However, withdrawing your consent means you will no longer be able to access the Service.

In order for you to access and retain disclosures electronically in connection with this Service, your system must meet our minimum requirements as provided in Section 9, Equipment Requirements. By proceeding with the enrollment process for Online Banking, Mobile Banking or Bill Payment Services, you acknowledge that your system meets our minimum system requirements.

## **1. GENERAL**

This agreement (the "Service Agreement") applies to various Personal Online Banking, mobile banking, mobile check deposit, and bill payment services (the "Service(s)"). "You" and "Your" mean the person enrolling in the Service and thereby agreeing to this Service Agreement. "Us," "we," and "our" mean CrossFirst Bank (the "Bank") and its successors and assigns. When you use, or you permit any other person(s) to use, any part of this Service, you agree to the terms and conditions of this Service Agreement and agree to comply with the instructions found on help screens. This Service Agreement and the Services are also subject to other agreements between you and us, including Rules for Deposit Accounts, Electronic Funds Transfer Policy and Funds Availability Policy. In case of conflict, this Service Agreement will control.

## **2. ELIGIBLE ACCOUNTS**

To use the Services, you must have an eligible account. Eligible accounts for Personal Online Banking include CrossFirst Bank checking accounts, savings accounts, money market accounts, CDs and IRAs, as well as consumer loan accounts and certain business loan accounts. Eligible accounts for bill payment

include CrossFirst Bank checking accounts only. Some, but not all, types of accounts with multiple authorized signers for withdrawals can be eligible accounts.

An eligible account can include an account held by a sole proprietorship you own, even if the business has its own Federal Employer Identification Number, but only if the business meets our requirements for eligibility as a sole proprietor business. Our Bankers can tell you if your business is eligible, or if it needs to establish its own Personal Online Banking account using our CrossFirst Business e-Banking product.

Deposit and loan accounts with common signers for withdrawals or common borrowers may be linked for access purposes. If your business is eligible to be included in the Service, the business accounts will also be linked with your personal accounts for access purposes.

**BE AWARE THAT ANY SIGNER ON AN ACCOUNT, ACTING ALONE, WILL BE AUTHORIZED TO ACCESS A LINKED ACCOUNT.**

### **3. PERSONAL ONLINE BANKING SERVICES; LIMITATIONS**

**a. Funds Transfers.** You may use the Service to perform unlimited internal transfers between eligible accounts. You may perform no more than 6 transfers per month from any savings or money market account.

**b. Balance Inquiries.** You may use the Service to check the current balance and other account information on all of your deposit accounts and most loan accounts.

**c. Account Services.** You may use the Service to view copies of checks and deposit account statements, place stop payments on checks, download your account information to personal management software and set up account alerts (e.g., to be notified if an account reaches a certain balance).

### **4. BILL PAYMENT SERVICES**

#### **a. Types**

**1. Pay One/Pay Many.** "Pay One" or "Pay Many" are payments that you enter each time you want to make a payment(s). You schedule the date you want the payment(s) sent ("Payment Date").

**2. Recurring Payments.** "Recurring Payments" are sent automatically on an ongoing basis. You set up payment rules regarding their frequency, amount, and timing.

**b. Limitations.** The amount of any single or Recurring Payment shall not exceed \$9,999.99. The total amount of all bill payments in any one Business Day shall not exceed \$19,999.99. You may not use bill payment services to (a) pay taxes or make other payments to governmental agencies, (b) pay court-directed alimony or support or (c) make payments to payees outside of the United States or U.S. territory.

**c. External Transfers.** You may transfer funds to or from external accounts to your account(s) at the Bank. The amount and number of any external transfer to or from your Bank account may not exceed the limits established by the Bank, which may change from time to time at the Bank's discretion. You may perform no more than 6 transfers per month from any savings or money market account. External transfers are subject to additional authentication procedures, which are outlined in Section 10, "Access Codes and Security". There will be a two day hold on all external transfers following the date of transfer. External Transfers may not be available on all accounts.

**d. Procedures.** You authorize us to follow your payment instructions. We will deduct your payment(s) from your checking account on the Payment Date or within 2 Business Days of the Payment Date. For Recurring Payments, we will deduct your payment from your account on the start date ("Start Date") or within 2 Business Days of the Start Date. We will deduct subsequent payments from your account using the Start Date as a reference point. We will initiate payments to payees designated by you ("Payees"). To ensure on-time payments, allow at least 3 Business Days for electronic and 5 Business Days for standard check payments. If a payee does not accept electronic payments, you authorize us to make payment by check. We may, but need not, deduct these payments from your designated account even if they create an overdraft. Expedited payment services are available for a fee. Expedited payments may be made via electronic payment or check, depending on the requirements of the payee. A convenience fee of \$15 will be assessed for expedited electronic payments, and a convenience fee of \$25 will be assessed for expedited paper payments.

The date a Payee credits a payment depends upon the Payee's payment processing procedures and any specific requirements for payments, as well as delays in receiving a payment. We will not be responsible for: (a) delays in crediting payments by a Payee that are the result of these procedures; (b) your failure to follow a Payee's payment requirements; (c) your failure to schedule a proper date for payment sufficiently in advance of the date a payment is due; (d) delays in any mail service or (e) other exceptions stated in this Service Agreement.

If you follow the procedures described in this Service Agreement and help screens, and we fail to send a payment on the Payment Date or other scheduled payment date, we will reimburse you for any late charge penalty assessed by a Payee because your payment was received late. In any other event, the risk of incurring and the responsibility for paying any and all late charges or other damages or penalties shall be borne by you. If you think you are entitled to a reimbursement for a late charge penalty, call us at (844) 261-2548.

You authorize us to make payments by electronic, paper or other means we determine appropriate. You are responsible for having sufficient available funds on deposit to make payments in full on scheduled dates.

**e. Termination.** Upon termination of the bill payment service, you will be responsible for making arrangements to pay any future or recurring payments. We

reserve the right to refuse to pay a Payee for reasons we deem sufficient, including, without limitation, if (a) your designated account has insufficient available funds, (b) a payee has refused to accept a payment, (c) you attempt to make a payment to a governmental agency or to a payee outside of the United States or a U.S. territory, or (d) you attempt to make a court- directed alimony or support payment.

## **5. MOBILE BANKING**

Mobile Banking is offered as an additional service to our Personal Online Banking Services. It is not intended to replace access to Personal Online Banking from your personal computer or other methods you use for managing your eligible accounts and services with us. Mobile Banking allows you to access your account information and conduct a variety of other transactions. In order to use the Mobile Banking Service, you must be enrolled to use Personal Online Banking and then activate your Mobile Device within the Personal Online Banking System.

"Mobile Banking" means banking services accessible from the Mobile Device(s) you have registered with us for Mobile Banking.

"Mobile Device" means a supportable device that includes, but is not limited to, "cellphones," "PDAs" (Personal Digital Assistants), "pagers" and "computer tablets," that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages and/or has a compatible camera for the Mobile Check Deposit Service.

Limitations: We reserve the right to limit the types and number of accounts eligible for the Service. We reserve the right to refuse to execute any transaction you request through Mobile Banking.

Responsibilities: To properly utilize Mobile Banking, you should review and follow instructions provided on our website, [www.crossfirstbank.com](http://www.crossfirstbank.com). You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and that you will contact us directly if you encounter any problems with Mobile Banking.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of Mobile Banking, and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you are responsible in resolving any problems with your provider directly without involving us.

Mobile Banking may not be accessible or may have limited use over some network carriers. The Mobile Banking Service may not be supportable for all Mobile Devices. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Security: You agree to take every precaution to ensure the safety, security and integrity of your Account(s) and transactions when using Mobile Banking. You agree that you are responsible for not leaving your Mobile Device unattended while logged into Mobile Banking and logging off immediately at the completion of each access. You agree that you are responsible for not providing your username, password or other access information to any unauthorized person.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

You may consider use of mobile device management software to further protect the device you use to connect to our service.

Added Terms and Conditions on Security Measures for Text Messaging in Association with Mobile Banking: [Refer to Sections 10 and 23]

## **6. MOBILE CHECK DEPOSIT SERVICE**

Mobile Check Deposit Service (MCDS) is an additional service that provides you with the option of making deposits into an Eligible Account. Through the service, via your camera-enabled mobile device, you can capture and convert checks into a check image and then transmit the check image to us or our designated processor for processing and collection.

**a. Scope of Service Agreement.** This Service Agreement governs your use of the MCDS. The MCDS allows you to use a Mobile Device to scan original checks or other deposit items that meet our required standards ("Checks") and electronically transmit images of the Checks and associated deposit information to the Bank for deposit to your designated account(s). The Service converts your scanned Checks into digital images, which are then cleared and presented for payment as either substitute checks, in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Regulation CC"), or electronically converted checks which are processed in accordance to the National Automated Clearing House Association rules ("NACHA"), or through other image exchange programs.

The terms and conditions in this Service Agreement are in addition to, and do not cancel, supersede or replace your Deposit Account Agreement, or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with the Bank. Additionally, your use of the MCDS will be subject to all of the terms or instructions which may appear on-screen when you access the Service, or in user guides, and/or other information or documentation that the Bank may provide to you from time to time regarding the Service. Your use of the MCDS is also subject to, and you agree to comply with, the applicable rules and regulations of the National Automated Clearing House Association (NACHA), all other applicable clearing house rules, regulations, operating circulars and agreements, the Check 21 Act, Regulation CC, Office of Foreign Assets Control sanction laws, the Bank Secrecy

Act, the USA PATRIOT Act, the Uniform Commercial Code (UCC) as enacted in Kansas, and all other applicable state and federal laws and regulations, all as amended from time to time.

## **b. Definitions**

"Check image" means an electronic image of an original paper check or an electronic image of a substitute check that is created by you, us, or another bank or depository institution in the check collection system.

"Substitute check" means a paper reproduction of an original check that contains an image of the front and back of the original check, is suitable for automated processing in the same manner as the original check and meets other technical requirements set out in the Check Clearing for the 21st Century Act (Check 21) as implemented by Regulation CC of the Federal Reserve Board.

**c. Hardware and Software Requirements for the MCDS.** In order to use the MCDS, you must have an Android or Apple Mobile Device with a mobile web browser that supports cookies and that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time.

Unless otherwise provided in this Service Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the MCDS. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the MCDS. We are not responsible for any third-party software that you may need to use the MCDS. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third-party software provider at the time of download and installation.

We are not responsible for providing, maintaining or servicing your Mobile Device or any other equipment for you, nor are we responsible for any costs you incur in using your Mobile Device or in accessing the MCDS. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the MCDS, e-mail or the Internet. You agree that all images and files transmitted to us through the MCDS will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**d. Use of Mobile Check Deposit Service.** You agree to comply with the following conditions and limitations in the use of the MCDS:

1. Before you scan a check, you shall include the following specific handwritten or stamped endorsement: "For Deposit Only at CrossFirst Bank, Account Number [NUMBER]."

2. After the check has been scanned and submitted to us for deposit, you shall not otherwise transfer or negotiate the original check, substitute check or any other image.

3. You shall be responsible for the original check, including any storage, retrieval, and destruction

4. The electronic image of the check or any other substitute check, as defined by federal law, will become the legal representation of the check.

5. Only items payable directly to you may be deposited through the MCDS.

6. Only items drawn on qualified United States financial institutions may be deposited through the MCDS.

7. You may not deposit a check containing an apparent alteration to any of the information on the front of the check.

8. You may not redeposit a check previously deposited and returned to you.

#### **e. Check Requirements**

1. Image Quality. Both the front and back of each Check must be transmitted to the Bank as provided in any user guide or other instructions provided to you by the Bank or the MCDS, including on-screen instructions. All checks submitted must be legible. The Bank in its sole discretion may refuse to accept Checks that do not meet our image quality requirements. This includes, without limitation Checks where:

- i) the front and/or back image is too large or too small;
- ii) the front and/or back image is too light or too dark;
- iii) the front and back images have a dimension or other mismatch or discrepancy;
- iv) the image has torn or folded edges, cut corners, or other damage;
- v) the image does not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, any other regulatory agency, clearing house or association, or by us, or by applicable law.

2. Information on the Check. Any image of a Check that you transmit through the MCDS must accurately and legibly provide all of the information on the front and back of the Check at the time it was presented to you. You authorize the Bank to supply an endorsement on your behalf for deposit to your account if a Check is missing or has an improper endorsement. You agree that the scanned image of each Check shall provide the following information: (1) identification of the drawer and the paying bank that is preprinted on the Check, including complete, full-field, and accurate MICR

(magnetic ink character recognition) line, routing transit number, number of the account on which the Check is drawn, and drawer signature(s); (2) amount, payee, date, Check number; and (3) other information placed on the Check before imaging, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

3. Your Representations and Warranties with Respect to Prohibited Checks. The Bank in its sole discretion may refuse to accept, and you represent and warrant that you shall not use the MCDS to deposit, any Checks that:

- i) are payable to any person other than you;
- ii) are substitute checks as defined by Check 21 or IRDs (image replacement documents) that purport to be substitute checks and which have been previously endorsed by a financial institution;
- iii) are dated more than six (6) months prior to the date of deposit; iv) have a duplicate MICR code line;
- v) are missing or have an invalid or incorrect routing number;
- vi) are photocopies or otherwise not original paper Checks when they are scanned;
- vii) are issued to multiple parties;
- viii) are third party or second endorsed Checks;
- ix) do not qualify as "original checks" as defined in Regulation CC.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize us to charge your account(s) for the amount of any claim, suit or demand that constitutes a breach of warranty claim under the provisions of Check 21, Regulation CC and/or the Uniform Commercial Code.

Additionally, you acknowledge that the Bank may refuse to accept for deposit a check or draft issued by you, or by any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.

**f. Rejection of Deposit by the Bank.** After we receive Check images and all other required deposit information from you through the MCDS, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Deposit Account Agreement.

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through



the MCDS. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the MCDS in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

**g. Checks Returned Unpaid.** You are solely responsible for verifying that Checks that you deposit by using the MCDS have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. You agree to notify the Bank in the event you change or cancel your e-mail address.

In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned.

You understand and agree, since you will retain possession of the original check when using the MCDS, the original check will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account if the item is returned unpaid to the Bank. See section "I" for retention requirements. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

You may not use the MCDS to deposit a substitute check and you may not deposit the original Check through the MCDS or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

**h. Deposit Limits.** The Bank reserves the right to impose limits on the amount(s) and/or number of checks that you may transmit using the MCDS each business day and to modify such limits from time to time. The maximum amount deposited and the maximum number of items deposited may not exceed the limits established by the Bank.

**i. Your Duty to Report Errors.** The Bank will provide you with periodic statements that will identify the deposits that you make through the MCDS. In addition, you may access the Bank's Personal Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your

accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the MCDS have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the MCDS does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check.

You agree to notify us of any errors, omissions, or discrepancies in a deposit within the time periods established in your Deposit Account Agreement.

You may notify us by e-mailing us at [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com) or writing to the Bank at: P.O. Box 27107, Overland Park, KS 66225-7107 or telephoning us toll free at (844) 261-2548.

You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Service Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

**j. Availability of the MCDS.** The Service is generally available 7 days a week, 24 hours a day. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. If you are not able to use the Service to make deposits you may physically mail or deliver your deposits to the Bank through our branches or through certain of our ATMs. Deposit of original Checks at a branch of the Bank or an ATM shall be governed by the terms and conditions contained in your Bank Account Agreement and not by the terms of this Agreement. The Bank is not responsible for providing an alternate method of remote deposit if the Service is not available.

**k. Funds Availability.** "Funds Availability" refers to your ability to use the funds that you deposit into your account through the MCDS. This funds availability policy only applies to deposits made using the MCDS. You agree that items transmitted using the MCDS are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Deposits made at a branch location or ATM remain subject to the funds availability policy outlined in your deposit account agreement.

The funds for the Checks that you deposit through the MCDS may not be immediately available to you. In order to determine the availability of your funds, you will need to determine the date and time that the Checks and all required data and information are received by the Bank. You understand and agree that we shall not be deemed to have received a Check deposit through the MCDS until we notify you via onscreen messaging and/or e-mail that we received the Check deposit.

The deposit cut-off time for the MCDS is 7:00 PM Central Time (CT) on a business day as defined in Section 7. The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any

time to verify our current cut-off time. If you complete the scanning and transmission process and receive your deposit receipt, checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the MCDS after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day. For purposes of determining when a deposit is received, the Bank's records shall be determinative.

Your deposit made using the MCDS will generally be available on the first Business Day after the day of deposit. The Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. In general, funds delayed for the above reasons will be available no later than the second Business Day after the day of your deposit. You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedule.

We are not liable for transactions you initiate before the funds are available for your use. Until the funds are made available, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

**I. Storage, Security and Destruction of Original Checks.** You agree that once a Check has been deposited through the MCDS, the original Check is your property and not the property of the Bank. You shall securely store the original Check for a reasonable period, not to exceed 30 days, after you receive a deposit receipt through the MCDS that the Check has been accepted. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original Check; b) the information contained on the Check shall not be disclosed to unauthorized persons; and c) the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request by the Bank you will promptly provide to the Bank the retained original Check, or a sufficient copy of the front and back of the Check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

After the 30-day retention period expires, you shall destroy the original Check by shredding it or by any other permanent deletion manner that does not allow the

original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check.

You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this Section.

**m. Prohibition Against Presenting Checks More than Once.** Once you have used the MCDS to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the MCDS or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Service Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check.

You agree that we may debit from your Bank account the aggregate amount of any Checks that that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

**n. Service Fees.** Currently we do not impose any fees for the MCDS. We reserve the right to impose fees for the MCDS in the future and we will notify you of any such fees, in the manner and to the extent required by this Service Agreement and by law. Your use of the MCDS after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the MCDS.

**o. Your Representations and Warranties.** In addition to your representations and warranties contained in other provisions of this Service Agreement, you represent and warrant that:

- a. Each Check you deposit through the MCDS will be an item as defined in the Kansas UCC Article 4, and that item, once negotiated by You, carries your transfer and presentment warranties as described in said UCC;
- b. Each image of a Check you transmit to us is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- c. You are authorized to enforce each Check you transmit for deposit or are authorized to obtain payment for each Check on behalf of a person entitled to enforce such transmitted Check.
- d. You are solely responsible for any and all financial risk that may be associated with your use of the MCDS, including without limitation the risk that a Check will be returned for insufficient funds.

e. You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the MCDS, including without limitation input errors.

f. You will not deposit or otherwise endorse to a third party the original Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an item that has already been paid.

g. You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole 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(s), we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand.

**p. Mobile Deposit Security; Data Security.** You understand that Check images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your Mobile Device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

It is your responsibility to notify us immediately by toll free telephone at (844) 261-8548 with written confirmation if you learn of any loss or theft of original Checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. You agree to protect the confidentiality of your account and account number, your data, and your personal identification information. Notwithstanding our efforts to ensure that the MCDS is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the MCDS or e-mail transmitted to and from us, will not be monitored or read by others.

## **7. BUSINESS DAYS/HOURS OF OPERATIONS**

Business Days are Monday through Friday, except federal holidays. We may require that all transactions be performed on a Business Day.

You may make transfers between eligible accounts by 7:00 p.m. CST on a Business Day. For bill payments, you may add, delete or edit a Manual Payment up to 6:00 p.m. CST on the Payment Date. A Recurring Payment may be added, deleted or edited by 6:00 p.m. CST at least 1 day prior to the Payment Date. (Remember: modification of a Recurring Payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.) The cut-off for Mobile Check Deposits is 7:00 p.m. CST.

## **8. BANK'S DUTIES AND RESPONSIBILITIES**

Our duties and responsibilities are limited to those described in this Agreement, your Bank Account Agreement, and any other agreements governing your account(s). We shall exercise reasonable due care in performing our responsibilities under this Agreement.

We agree to transmit all the financial data under our control that is required for you to use the Service and to act on appropriate instructions that we receive from you in connection with the Service. We shall exercise reasonable due care in seeking to preserve the confidentiality of your user ID, password, and/or other code or identifier and to prevent the use of the Service by unauthorized persons. We shall not otherwise be liable or responsible for any loss you incur or damage you suffer as a result of any unauthorized person accessing or using the Service.

You agree that implementation by us of our standard procedures for maintaining the confidentiality of customer information, and where practicable, our obtaining similar undertakings from any third parties who are engaged in installing, maintaining, or operating the Service, shall constitute fulfillment of our obligation to exercise reasonable due care. You assume full responsibility for the consequences of any misuse or unauthorized use or access to the Service or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties.

We shall not be responsible for suspension of performance of all or any of our duties or responsibilities under this Service Agreement if at any time, or from time to time, such performance is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, or court order. We shall not be responsible or liable for any loss you incur or damage you suffer in the event of any failure or interruption of the Service or any part of the Service, resulting from the act or omission of any third party, or from any other cause or circumstance not reasonably within our control.

## **9. EQUIPMENT REQUIREMENTS**

You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and Internet access services necessary for performing online services. We will not be responsible for failures from the malfunction or failure of your hardware, software or any Internet access services.

You must use the most recent version of one of the following Internet browsers supporting 128-bit encryption in order to be able to receive and view your statement(s) - Microsoft Internet Explorer®, Microsoft Edge®, Google Chrome®, Mozilla Firefox®, or Safari®. You will also need Adobe Acrobat Reader® in order to view your statement. This product is available for free at [www.adobe.com](http://www.adobe.com).

## **10. ACCESS CODES AND SECURITY**

To help enhance your security, you must follow these general safety guidelines:

- a. Never walk away from your computer while logged on to this Service.
- b. Memorize your user ID and password ("Codes").
- c. Change your Codes regularly.
- d. Choose Codes that are not easy to guess. Use a minimum of 8 characters and a maximum of 12 characters with a combination of at least 1 number and 2 letters (e.g., 9aA6Bc3d). Codes are case sensitive and should contain at least 1 lower case and 1 upper case alphabetic character, as well as 1 special character. Do not use names of family members, pets, common character sequences, proper names, geographic locations, personal details such as a Social Security number or birthday, etc. Words in a dictionary, derivatives of user IDs and common character sequence such as "12345678" should not be employed.
- e. Never disclose your Codes to any other person. Your Codes are for your personal use and should be kept confidential by you. If someone identifies him or herself as a CrossFirst Bank employee and asks for your Codes, that person is an imposter.
- f. Check your statements and review your banking transactions promptly, thoroughly and regularly. Report errors or problems immediately to CrossFirst Bank.
- g. Should you receive a suspicious e-mail or telephone request for information that purports to be from CrossFirst Bank, you must immediately notify us by toll free telephone at (844) 261-2548.
- h. You agree that we are entitled to act upon instructions we receive with respect to the Services under your Codes or authentication method that we require. You are liable for all transactions made or authorized with the use of your Codes. We have no responsibility for establishing the identity of any person who uses your Codes. You agree that if you give any component of your Codes to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Service Agreement. You agree to take appropriate steps to ensure that all components of your Codes are protected and kept confidential.

You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Codes or acting upon instructions, messages or authorizations provided to us using your Codes.

By accessing Services with your Codes, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Codes shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Services using your Codes.

### **Additional Security Measures:**

Some transactions require additional security provided with a one-time use code (the "Code"). The Code may be provided via telephone or text message. If you receive the Code via text message, you agree to be bound by the terms of use for text message delivery as defined in this document in Section 23. The code is a randomly generated number the Bank provides. You must enter the code in order to complete certain transactions in order to prevent fraudulent or unauthorized access to your financial information. Use of the Code is defined by transaction type, and may be changed from time to time at the Bank's discretion. Additional security measures may be added from time to time at the Bank's discretion.

## **11. FEES**

If applicable to you and your account, you agree to pay the fees for the Services in accordance with our fee schedules and disclosures as established by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft and we may assess the appropriate overdraft fees.

## **12. CHANGES; AMENDMENTS; REVISIONS**

We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Services or any aspect, feature, or function of the Services at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Service Agreement at any time (also called, "Change(s)"). Unless an immediate Change is necessary to ensure the security of the Services or your accounts, we will send you notice to the mail address or e-mail address we currently possess in our file at least 21 days before the effective date of any Changes if required by law. If provided electronically, disclosures will be provided to you in one of several ways. These are as follows: (a) by e-mail at the e-mail address we have on record, (b) by access to a web site that we will identify in an e-mail notice we send to you at the time the information is available, or (c) to the extent permissible by law, by access to a web site that generally we will identify in advance for such purpose.

To receive Changes to the Service Agreement electronically, you may need to use certain hardware or software. From time to time, we will provide you with information electronically about the hardware and software necessary to access or retain Changes to the Service Agreement. You will also need the ability to print or download the information if you wish to retain copies for your files. To withdraw



your consent to receive any future Changes to this Service Agreement electronically or to request a paper copy of the changes to this Service Agreement, simply call us at toll free at (844) 261-2548 or e-mail us at [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com).

Any use of the Service after we send you a notice of Change will constitute your agreement to such Change(s).

### **13. TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue any or all of these Services, you must contact us in writing. Written notice of service discontinuance must be supplied 10 Business Days prior to the actual discontinuance date and must be sent or faxed to:

**Fax us at** (913) 327-1214; or

**Write us at:**

CrossFirst Bank

Attn: Personal Online Banking Support

P.O. Box 27107

Overland Park, KS 66225-7107

We reserve the right to terminate your use of the Services in whole or in part at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Service Agreement.

Since service cancellation requests take up to 10 Business Days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the Service. We will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of service termination or discontinuance for any reason.

### **14. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We may disclose information about you and your designated account or transactions on your designated account as provided in our Deposit Account Agreement and Funds Availability Policies and our Privacy Notice. In addition, we have the right to obtain and disclose information regarding your designated account or transactions on your designated account from or to a Payee or financial institution to resolve payment-posting problems.

### **15. UNAUTHORIZED TRANSACTIONS**

An "unauthorized transaction" is a Personal Online Banking transfer, bill payment or credit card payment that does not benefit you and is made by a person who does

not have actual, implied, or apparent permission. A transaction by a joint account holder or other person with an interest in your account is not an unauthorized transaction.

We may require you to change your Codes periodically. Contact us immediately if you believe someone has obtained your Codes or if someone has transferred or may transfer money from your accounts without your permission. Contacting us at (844) 261-2548 is the best way of minimizing your losses. Alternatively, you may fax us at (913) 327-1214 or write us at: CrossFirst Bank, Attn: Personal Online Banking Support, P.O. Box 27107, Overland Park, KS 66225-7107. If your monthly statement contains transactions that you did not make, notify us at once by phone, e-mail or traditional mail.

## **16. YOUR LIABILITY**

You will have no liability for unauthorized transactions from a *personal account* if you notify us within 60 days after the statement showing the transaction has been mailed or made available to you. If you do not notify us within this 60-day time period, you may lose any amount transferred without your authorization after the 60 days, if we can prove that we could have stopped the unauthorized transactions if you had told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

You assume full responsibility for all transfers of funds made by us from a sole proprietorship *business account* in accordance with this Service Agreement and at your request or at the request of anyone who purports to be you or uses your Codes, unless prohibited by law. You hereby agree to the security procedure attached hereto and acknowledge that such security procedure is a commercially reasonable method of providing security against unauthorized payment instructions. You will be bound by any payment instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Without limiting the generality of the previous sentence, you are responsible for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means, including but not limited to phishing, pharming, keylogging, or other fraudulent activity enabled by malware. If we do bear responsibility, it will extend only to losses caused solely and directly by us, and our liability will in any event be limited as provided in Section 8, above.

## **17. FINANCIAL INSTITUTION'S LIABILITY**

The Bank shall not be liable to you for any damages or losses that you may suffer or incur in connection with the Service, including, without limitation, any failure to

provide, or delay in providing, access to the Service, except: a) as specifically stated in this Service Agreement; or b) to the extent such damages or losses are solely and proximately caused by our gross negligence or willful misconduct. In the performance of the Service, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Service Agreement and the use of our Service, and shall not be responsible for the accuracy or completeness thereof.

Without limiting the foregoing, we shall not be liable to you for any of the following: a) any damages, losses, costs or other consequences caused by our actions that are based on information or instructions you provide; b) any unauthorized actions initiated or caused by you or your employees, agents or representatives; c) any refusal of a payor financial institution to pay a Check for any reason (other than that caused by our gross negligence or willful misconduct), including without limitation, that the Check was unauthorized, counterfeit, altered, or had a forged signature; d) your or any other parties' inability to transmit or receive data; e) if you do not comply with your representations or warranties in this Service Agreement f) your designated account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of your designated account's overdraft line; g) if circumstances beyond our control including, but not limited to, fire, flood, or interference from an outside force prevent the proper execution of the transaction; h) the transfer of your funds is restricted by legal process or holds; i) other exceptions stated in this Service Agreement or related agreements or the Deposit Account Agreement and Funds Availability Policy; j) your acts or omissions (including without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any deposit received from you) or those of any other person, including, without limitation, any Federal Reserve Bank, or transmission or communications facility, and no such person shall be deemed our agent.

Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Service Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Checks to the payor financial institution. We shall be responsible only for performing the services expressly provided for in the Service, and shall be liable only for our gross negligence or willful misconduct in performing those services.

The limitations of liability and remedies in this Section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in this Service Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS SERVICE AGREEMENT OR ANY BANK ACCOUNT AGREEMENT OR ACCOUNT DISCLOSURES TO THE CONTRARY, YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD PARTY SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER

LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE OR ANY THIRD PARTY SERVICE PROVIDER HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

YOU ACKNOWLEDGE THAT, IN PROVIDING THE SERVICE, THE BANK MAY UTILIZE AND RELY UPON CERTAIN THIRD-PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS SERVICE AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE BANK, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OR RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD PARTY SERVICE PROVIDER.

Provided none of these circumstances are applicable, if we make an error in executing the payment instructions we receive and, solely as a direct result of our error, an incorrect amount of funds is removed from your designated account or funds from your designated account are directed to an improper person, we shall be responsible for returning the improperly transferred funds to your designated account and for directing to the proper Payee any previously misdirected payments or transfers.

## **18. DAMAGES**

OUR RESPONSIBILITIES ABOVE FOR LATE CHARGES AND INCORRECT OR MISDIRECTED PAYMENTS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

## **19. WARRANTY DISCLAIMER**

YOU AGREE YOUR USE OF THE SERVICES AND RELATED DOCUMENTATION ARE AT YOUR RISK AND IS PROVIDED "AS IS." WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS.

YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS SERVICE OR THE SERVICE.

## **20. COMPLIANCE WITH LAW; PROHIBITED ACTIVITIES**

You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations.

You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and shall not engage in, any business or activity that: a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; b) would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling; c) would result in the Bank being used as a conduit for money laundering or other illicit purposes; or d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

## **21. YOUR FINANCIAL INFORMATION**

The Bank may request financial and other information from you from time to time in order to evaluate the risks of providing the Service to you. You agree to promptly provide any such financial and other information we request. You authorize the Bank to review your financial information, including consumer reporting agency reports, before we authorize you to use the Service and for as long as you use the Service. If you do not provide any requested financial or other information, or if we determine that the credit, security or other risks of continuing to provide the Service to you are not acceptable, we may immediately terminate your access to the Service without prior notice.

## **22. MISCELLANEOUS**

- a. Your monthly checking account statement will contain information about any bill payment transactions completed during the statement period.
- b. In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Service Agreement and the Rules for Deposit Accounts and not to representations made by our employees or agents.
- c. You agree that anyone with an ownership interest in your accounts, including joint accounts, may access those accounts.
- d. You represent and warrant that you are at least 18 years of age.

- e. Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
- f. This Service Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of the state of Kansas.

## **Security Notice**

To help protect our customers from security threats, the Bank utilizes the following approach, which you hereby agree to. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.

1. The Bank will do the following, as applicable:

- a. Offer customer education and awareness programs dealing with identity theft, phishing, and malware.
- b. Provide enhanced authentication at log on utilizing a combination of user IDs, passwords, plus either phone/text validation or out of wallet questions. The Bank reserves the right to modify the identification process from time to time and to implement new measures recommended in the industry to combat new or increased threats.

2. You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:

- a. Desktop firewall used to prevent unauthorized access to your network.
- b. Updated anti-virus protection used to prevent your PC from being victimized by the latest viruses and trojans.
- c. Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your Web activities.
- d. Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
- e. A product that indicates the Web site you are on, or an Internet browser that indicates the site name.

## **23. TEXT MESSAGE TERMS OF USE FOR ADDITIONAL SECURITY MEASURES.**

You agree to be bound by the Terms of Use for text messages used to provide enhanced security for certain transactions. These terms are:

- 1. Your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent SMS correspondence. CrossFirst Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your

messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

2. By subscribing, you consent to receiving up to 90 SMS messages per day, including text messages from us which may include offers from us, our affiliates and partners. You can unsubscribe at any time from all services by sending STOP to 322654.

3. You represent that you are the owner, or authorized user of the wireless device you use to subscribe to the service, and that you are authorized to approve the applicable charges.

4. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

5. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

6. The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.

7. The service is available only in the United States.

8. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

If you have any questions, e-mail [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com). You can also text the word HELP to 322654 to get additional information about the service. We do not charge for help or info messages; however, your normal carrier rates apply.

## **24. PROPRIETARY RIGHTS**

You acknowledge and agree that the Bank and its service providers retain all ownership and proprietary rights in and to the Service, associated content, technology and website(s). You are permitted to use the Service only as expressly

authorized by this Service Agreement. In addition, you agree that you will not: a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service; b) copy or reproduce all or any part of the technology or Service; or c) interfere, or attempt to interfere, with the technology or the Service.

## **25. WAIVERS**

The Bank will not be deemed to have waived any of its rights or powers under this Service Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Bank. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Bank under this Service Agreement will impair our rights or powers under this Service Agreement.

## **26. NOTICES**

All notices from the Bank to you shall be in writing and shall be made either via e-mail, U.S. Postal Service mail or messages delivered through the Service, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the e-mail address in our records or posted for you online through the Service. If your Account is a joint or multiple party account, notice from us to any one of you is notice to all of you.

Unless otherwise provided in this Service Agreement, any notice from you to the Bank must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. You may notify us by e-mailing us at [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com) or writing to the Bank at: P.O. Box 27107, Overland Park, KS 66225-7107 or telephoning us toll free at (844) 261-2548.

## **27. ASSIGNMENT**

You may not assign any of your rights, duties and obligations under this Service Agreement. We may assign or delegate certain of our rights and responsibilities under this Service Agreement to independent contractors, service providers, or other third parties.

## **28. GOVERNING LAW**

This Service Agreement is governed by, and is subject to, the laws of the state of Kansas, without regard to its choice or conflicts of laws provisions.

## **29. SEVERABILITY**

If any provision of this Service Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Service Agreement in all jurisdictions, will not in any way be affected or impaired.



### **30. INDEMNIFICATION**

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses arising from your use of the Service and/or breach of this Service Agreement. You understand and agree that this paragraph shall survive the termination of this Service Agreement.

You understand and agree that you are required to indemnify and hold harmless Bank, including but not limited to its parents, subsidiaries, affiliates, directors, officers, shareholders, employees and agents, as well as, its parents, subsidiaries, affiliates, directors, officers, shareholders, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and other legal expenses, arising from such claims, to the extent any such claim is related to the Bank or your use of the Service, unless such claim directly results from an action or omission made by the Bank or said in bad faith. You understand and agree that this paragraph shall survive the termination of this Service Agreement.

### **31. ENTIRE AGREEMENT**

The terms of your Deposit Account Agreement and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference and made a part of this Service Agreement. In the event of any inconsistency between such agreements, the provisions of this Service Agreement shall control to the extent necessary. You agree that the most current version of this Service Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Service Agreement are superseded by this Service Agreement.

**If you have any questions, e-mail [onlinesupport@crossfirstbank.com](mailto:onlinesupport@crossfirstbank.com). You can also text the word HELP to 322654 to get additional information about the service. We do not charge for help or info messages; however, your normal carrier rates apply.**

### **Amendment to Personal Online Banking Electronic Disclosure and Consent**

#### **Agreement to Zelle® Transfer Service:**

This agreement amends CrossFirst Bank's *Personal Online Banking Electronic Disclosure and Consent* agreement and CrossFirst Bank's *Service Agreement for Personal Online Banking*. It addresses an additional payment product within the Personal Online Banking services. CrossFirst Bank has partnered with the Zelle Network® ("Zelle") to enable a convenient method to transfer money between you

and Users who have enrolled for transfer services directly with Zelle® or another financial institution that partners with Zelle®. Zelle® provides this service using aliases such as email addresses, U.S. mobile phone numbers, or Zelle® tags (the "Zelle Transfer Service").

THE ZELLE® TRANSFER SERVICE IS INTENDED TO ENABLE YOU TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® TRANSFER SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. 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 Participating Financial Institution.

The Zelle® Transfer Service is a service within the Bank's Personal Online Banking services, and therefore any terms and conditions agreed to in the *Personal Online Banking Electronic Disclosure and Consent* and the *Service Agreement for Personal Online Banking*, as well as terms and conditions found in the applicable account agreements and disclosures will continue to apply.

By accepting this agreement and utilizing the Zelle® Transfer Service, you agree to all terms and conditions included in this agreement, as well as any subsequent agreements, if you use this product or service after the issuance of any subsequent agreements or amendments. The terms and conditions of the *Personal Online Banking Electronic Disclosure and Consent* agreement, and the *Service Agreement for Personal Online Banking* you previously agreed to (collectively, the "POB Documents"), are incorporated into this agreement by reference, as though fully set forth herein.

THIS AGREEMENT INCLUDES YOUR (1) AUTHORIZATION TO SEND EMAILS AND TEXT MESSAGES ON YOUR BEHALF; (2) 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; AND (3) AGREEMENT THAT IF YOU REQUEST MONEY FROM ANOTHER PERSON USING THE ZELLE® TRANSFER SERVICE IT WILL NOT BE FOR AN OVERDUE OR DEFAULTED DEBT, COURT-ORDERED AMOUNT SUCH AS ALIMONY OR CHILDED SUPPORT, A GAMBLING DEBT, OR A DEBT OWED TO SOMEONE OTHER THAN YOU. THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE, WAIVER OF RIGHT TO A JURY TRIAL, AND A WAIVER OF CLASS-ACTION RIGHTS.

## **Definitions**

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

- "Authorized Representative" means a person with authority (actual or apparent) to take action or make decisions with respect to a Deposit Account, Funding Account, or the Zelle® Transfer Service. This includes others you

have legally authorized to act on your behalf to use or access the Zelle® Transfer Service.

- "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.
- "User" means a person who is any one or more of the following:
  - an individual, business or government agency enrolled in the Zelle® Transfer Service through any Participating Financial Institution;
  - a business that uses the Zelle® Transfer Service through any Participating Financial Institution to send money to another User;
  - an individual or business that is enrolled in the Zelle® Transfer Service directly with Zelle® to receive money at the User's Financial Institution; or
  - an individual, or business that is not yet enrolled in the Zelle® Transfer Service, but with whom you attempt to initiate a Zelle® Transfer Transaction.
- "Participating Financial Institution" means any financial institution which is participating in, or cooperating with Zelle® and the Zelle® Transfer Service. We are a Participating Financial Institution.
- "User's Financial Institution" means any financial institution, including a Participating Financial Institution, holding a User's account that the User has authorized to send or receive a transfer of money as a result of a Transfer Transaction.
- "Transfer Transaction" means a transaction initiated through the Zelle® Transfer 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® Transfer Service; and/or
  - receive a request from a User asking you to transfer money to them using the Zelle® Transfer Service.
- "You" or "Your" means each Owner of a Deposit Account and Funding Account, or an Authorized Representative, subject to the conditions outlined below.
- "We," "Us," "Our" and "CrossFirst" means CrossFirst Bank and any of its affiliates or direct or indirect subsidiaries, involved in the provision of the Zelle® 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.

## **Terms and Conditions of the Zelle® Transfer Service**

Your use of the Zelle® Transfer Service will be subject to this Agreement and also to the following:

- The terms and conditions of the POB Documents;

- The terms or instructions appearing on a screen when enrolling for, activating, accessing, or using the Zelle® Transfer Service;
- Our rules, procedures, and policies and the account agreements applicable to the Zelle® Transfer Service and your Funding and Deposit Accounts, as amended from time to time; and
- Applicable state and federal laws and regulations.

Subject to all the terms and conditions of this Agreement and the POB Documents, you may use the Zelle® Transfer Service to engage in Transfer Transactions with other individuals or businesses who are Users. The Zelle® Transfer Service is a Service under the POB Documents. You agree that you are enrolling as a User of the Zelle® Transfer Service. You agree that you will only use the Zelle® Transfer Service for Transfer Transactions entered into for lawful purposes, and not for purposes or activities that may lead to liability, reputational harm, or brand damage to CrossFirst Bank or Zelle®.

We reserve the right to suspend or terminate your use of the Zelle® Transfer Service if we believe, in our sole discretion, that you violated the terms and conditions for use of the Zelle® Transfer Service.

### **Restrictions on Your Use of the Zelle® Transfer Service**

You agree that you will not use the Zelle® Transfer Service to request, send, or receive money in connection with:

- any activity that is illegal under federal or applicable state law,
- tax payments or other amounts owed to government entities,
- payment or collection of an overdue or defaulted debt,
- court-ordered amounts such as alimony or child support,
- payments to loan sharks,
- Traveler's checks, money orders, equities, annuities, currencies, or digital currencies such as bitcoins,
- fines,
- gambling debts, scams,
- use that may potentially be harassing, abusive, offensive, or inappropriate to another User, which we, in our sole discretion, may determine,
- an amount owed to someone other than you, or
- payments otherwise prohibited by law.

You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Transfer 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 Zelle® Transfer 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 in this Agreement. You understand that by using the Zelle® Transfer Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible, 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® Transfer Service.

We reserve the right to determine other prohibited uses of the Zelle® Transfer Service at our sole discretion, and at any time.

### **Consent to Use of Emails and Automated Mobile Phone Text Messages**

*Each time you send money using the Zelle® 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.*

Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction.

These emails and text messages may identify you by name, mobile phone number, email address, and/or Zelle® tag, and may state that we are sending them on your behalf and according to your instructions.

By participating as a User in the Zelle® Transfer Service, you represent and warrant to us that you are the owner or mobile subscriber 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 or mobile subscriber 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 Participating Financial Institutions or their agents regarding the Zelle® Transfer Service or related transfers between Participating 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 that:

- 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, as message and data rates may apply.
- You will immediately notify us if any email address or mobile phone number you have enrolled for use in the Zelle® Transfer Service is (i) surrendered by you, or (ii) changed by you.

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® may send on your behalf may include your name.

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.

We may send you text messages to the mobile phone number you have enrolled for the Zelle® Transfer Service as follows:

You will receive text messages from 20736 when you add a new payment recipient, receive money, or receive a request for money, unless you cancel receiving these text messages from us. Additional Zelle® Transfer Service text messages coming from 20736 may be added at any time to supplement your existing Zelle® Transfer Service email or push notifications. **Message and data rates may apply depending on your carrier plan. To cancel text messages sent from 20736, send STOP to 20736.**

General text messages may be sent from 20736. To cancel text messages sent from 20736, send STOP to 20736. By sending STOP to 20736, you will no longer receive other CrossFirst Bank text messages from that number, including those for other services in which you may have enrolled, such as balance alerts, with the exception of certain one-time text messages that you may request in the future to receive.

When you send STOP, you understand and agree that you will receive a single text message confirming your opt out request.

To get help with the Zelle® Transfer Service or General text messages, send HELP to the applicable number(s) described in this Section, or call customer service at (844) 261-2548. Message and data rates may apply.

Supported Carriers: Zelle® Transfer 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 you

messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address, mobile phone number, or a Zelle® tag provided to us by any person.

We or Zelle® may use information on file with your wireless carrier to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® Transfer Service. By using the Zelle® Transfer Service, you authorize your wireless carrier (AT & T, T-Mobile, US Cellular, Verizon, or any other branded wireless carrier) to use or disclose information about your account and your wireless device, if available, to CrossFirst Bank 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. See the Zelle® [Privacy Notice](#) for how Zelle® treats your data, and our [Privacy Notice](#) for how we treat your data.

## **Eligibility**

In order to use the Zelle® Transfer Service you must have an eligible Funding Account or Deposit Account based in the United States, which includes CrossFirst Bank checking, savings or money market 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 the separate Zelle® service mobile app. In order to receive money transfers into your Deposit Account, that account must be in good standing. In order to transfer money out of your Funding Account to another individual or business, 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 if you are using the Zelle® Transfer Service as a means to conduct small business activity, then you will link your enrolled token (i.e., email address, U.S. mobile phone number, or Zelle® tag) to your eligible small business Funding and Deposit account, and not to your eligible personal Funding and Deposit account. You also agree that you may not use the Zelle® Transfer Service with any commercial account with us to receive money.

You agree that there may be other eligibility requirements that apply to participate in the Zelle® Transfer Service (e.g., non-U.S. persons may be prohibited from using the Zelle® Transfer Service), and that we have the right and sole discretion, to restrict or otherwise prohibit your use of the Zelle® Transfer Service.

You further agree that you will not authorize a third party to use the Zelle® Transfer Service or share your credentials with a third party to use the Zelle® Transfer Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

We may, from time to time, introduce new features to the Zelle® Transfer Service. When this happens we will update our website to include them.

## **Enrollment**

You must enroll an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses), a permanent, text message-enabled U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers), and/or a Zelle® tag. You may not enroll in the Zelle® Transfer Service with a landline phone number, Google Voice number, or Voice over Internet Protocol (VoIP). We reserve the right to cancel any enrolled email addresses or mobile phone numbers that do not meet the requirements of this paragraph at any time without prior notice.

The Zelle® Transfer Service may include functionality for you to add a unique alphanumeric identifier to your enrolled User profile to be used in lieu of your U.S. mobile 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 not violate the above restrictions. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Transfer 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 of us/Zelle® 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® Transfer Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible, 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® Transfer Service. We respect the intellectual property of others and require that Users of the Zelle® Transfer 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® Transfer Service that is subject to intellectual property rights claims.

Once enrolled, you may:

- authorize a debit of your account to send money to another User either at your initiation or at the request of that User, subject to the terms and conditions outlined in below under "Sending Money" and
- receive money from another User either at that User's initiation or at your request, subject to the terms and conditions outlined below under "Requesting Money" and "Receiving Money".



If at any time while you are enrolled, you do not send or receive money using the Zelle® Transfer 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, email address, or Zelle® tag that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number, email address, or Zelle® tag, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Transfer Service until you enroll again.

Once enrolled, a Z logo may appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo may 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®.

## **Sending Money**

You may use the Zelle® Transfer Service to perform Transfer Transactions.

We may from time to time make available additional or new features to the Zelle® Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any Transfer Transaction that we believe may violate applicable law.

You represent and warrant to us that all Transfer Transactions you initiate are for your own account, and not on behalf of another person, you are not receiving any fee or compensation from any other person in return for initiating a Transfer Transaction, and you are authorized by the receiving User to send money to the User's account at the User's Financial institution.

You may send money to another User at your initiation or in response to that User's request for money. For your protection, you should only send money to people and entities you know and trust. You understand that use of this Zelle® Transfer 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 Funding Account. You understand that when you send the payment, you will generally 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 their email address or U.S. mobile phone number in the Zelle® Transfer Service. If the person you sent money to has already enrolled with Zelle®, either in the separate Zelle® mobile app or with a Participating Financial Institution, 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 Participating

Financial Institutions, 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 separate Zelle® mobile app or with a Participating Financial Institution, 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 communication preferences (i.e., email, push notification, text message).

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

A security Code may be required when you send money to a User for the first time. We will send you Code to your phone number on file. In most instances, we will be able to send you Code immediately; however, in some cases, there may be a delay in when you can initiate your transfer to a User for the first time.

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number allowed by the rules governing the applicable accounts. We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of money you can send using the Zelle® Transfer Service.

You may not send money 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 account and online banking history, your recipient, and the transaction history for each recipient. Transfers to established recipients from a CrossFirst Bank Funding Account may be made up to a daily dollar limit of \$3,500 and a 30-day rolling dollar limit of \$20,000 . Higher limits may apply in certain transactions. Please note the amount of money you can send a new recipient may be initially lower; however, we may adjust the sending limit when you send subsequent payments to the same recipient. For more details on applicable limits, log in to the Zelle® Transfer Service on your CrossFirst mobile banking account.

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

We reserve the right to change from time to time the dollar amount of money you are permitted to send using the Zelle® Transfer 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® Transfer Service has been suspended and reinstated, you understand and agree that your use of the Zelle® Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All sending limits are subject to temporary reductions to protect the security of customer accounts and/or the Zelle® Transfer Service. Your sending limits may vary from those of other Users, depending upon criteria we establish from time to time.

All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a User's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g., Visa or Mastercard).

We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, emojis, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment, and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer 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 with the Zelle® Transfer Service; or
- the receiving User does not enroll with the Zelle® Transfer Service the specific email address, mobile phone number, or Zelle® tag you have provided to us for them.

Upon learning that a Transfer Transaction to send money 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® Transfer Service to initiate Transfer Transactions with that User or customers of that institution.

You agree that each payment instruction you give us is an authorization to send money on your behalf. You authorize us to withdraw the money from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the money in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Zelle® Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your money in the suspense account for up to fifteen business days before either returning the money to you or sending it to the recipient.

You also agree that the User's Financial Institution receiving the money for a Transfer Transaction may hold the money for a reasonable period of time while attempting to identify a Deposit Account for a User who has either:

- not yet enrolled in the Zelle® Transfer Service;
- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the User's Financial Institution.

You understand that the User's Financial Institution receiving the funds may require a User to manually accept each funds transfer you send to the User. If the User does not accept the funds transfer within the time frame set by the User's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether or not the User's Financial Institution will require manual acceptance, or how long the User's Financial Institution will hold the funds before returning them.

You authorize us to act as your agent in receiving and processing any return of money or Notification of Change received through the Automated Clearing House system.

Transfer Transactions 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 Transaction, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described below relating to EFTs for consumer accounts).

## **Receiving Money**

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

All payments received are subject to the rules and regulations governing your Deposit Account.

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 Participating 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 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 communication preferences (i.e. email, push notification).

In some cases, a User, who is a business or government agency, may send payments to you using the email address or mobile phone number that you enrolled. 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.

With some exceptions, as noted in this section, CrossFirst Bank does not set limits on the money you can receive from other Users. However, the money you can receive from another User may be limited by applicable card network rules, the User's Financial Institution's transfer service agreements or the separate service agreements for the Zelle® mobile app.

You agree that we may hold money we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either:

- not yet identified a Deposit Account, or
- closed your prior Deposit Account but still have other accounts open with us.

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

- we are unable to establish that you are the intended recipient of the Transfer Transaction,
- you do not enroll with the Zelle® Transfer Service the specific email address, mobile phone number, or Zelle® tag the sending User has provided to us for you,
- we reasonably believe that completing the Transfer Transaction would violate any applicable law or regulation,
- the User sending the money has exceeded any of the sending limits established by the User's financial institution for Transfer Transactions,

- you have exceeded or will, by receiving the pending Transfer Transaction, exceed any of your receiving limits for Transfer Transactions,
- 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, or
- you do not identify a Deposit Account within a reasonable time, not to exceed 14 calendar days, after you are sent notice of a pending Transfer Transaction.

You agree that you are responsible for the full amount of any Transfer Transaction we credit to your Deposit Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed Transfer Transaction, plus any applicable fees, from your Deposit Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any User from whom you receive money through a Transfer Transaction.

You understand and agree that the extent to which a Transfer Transaction discharges an underlying obligation you have to the recipient of a Transfer Transaction, or an underlying obligation owed to you by the sender of a Transfer Transaction, will be determined by your agreement with the other party and other applicable law.

## **Requesting Money**

We may, at our option, offer you the ability to send a request for money to another User. You understand and agree that:

- All requests for money must be delivered to an email address if a User has not enrolled a mobile phone number with us, Zelle® or a Participating Financial Institution.
- 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 a 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. We have no obligation to advise you on whether or not the request has been received.
- You will not make or repeat a request for money to a User after you have received notice from any person that either:
  - the User does not wish to receive a request for money from you, or
  - the User disputes or disclaims the obligation for which the request is made.
- You agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Transfer 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 us, Zelle®, its owners, directors, officers, agents, and Participating 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.
- You may not have more than 30 pending requests at any one time.
- To send and receive requests for money with a small business, both parties must be enrolled with Zelle® directly through their financial institution's online or mobile banking experience.

## **Receiving a Request for Money**

We may offer other Users the ability to send you a request for money. You have no obligation to respond to the request, either through the Zelle® Transfer Service or otherwise. You authorize us to deliver to you all requests made by other Users that we reasonably believe are addressed to you. You understand and agree that:

- We are not able to control the frequency, content, or purpose of requests that may be sent to you by other Users.
- We make no representations or warranties concerning the genuineness or accuracy of any request you receive.
- We do not guarantee that you will receive requests addressed to you through the Zelle® Transfer Service.
- We may not be able to prevent or block requests from being sent to you, either by specific Users or generally.

## **Account Access**

You authorize us to provide access to your Funding Account and Deposit Account through the Zelle® Transfer Service to initiate and complete Transfer Transactions. To access the Zelle® Transfer Service you must have a username, a password, and the required hardware and software as described in our online banking help page. You must also comply with any other security procedures and policies we may establish from time to time as provided in the POB Documents. You must provide

all mobile phone and other equipment, software (other than any software provided by us), and services necessary to access the Zelle® Transfer Service.

Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us.

## **Privacy**

We make security and the protection of your information a top priority. Except as otherwise provided in this Agreement, all information gathered from you in connection with using the Zelle® Transfer Service will be governed by the [CrossFirst Bank Consumer Privacy Notice and Online Privacy Policy](#).

You authorize each Participating Financial Institution to use the email addresses, U.S. mobile phone numbers, and/or Zelle® tags, that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts. In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any mobile phone number, and
- authorize or accept completion of the Transfer Transaction, then
- you are also authorizing all Participating Financial Institutions and Zelle® to associate that email address, mobile phone number, or Zelle® tag, with you and with your Funding 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 Zelle® 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, mobile phone number, email address, your Zelle® QR Code, your Zelle® tag, and/or any other enrolled alias of yours. You irrevocably waive any provision of our CrossFirst Bank Consumer Privacy Notice, which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

You agree that we may obtain such additional information as we deem reasonably necessary to ensure that you are not using our Zelle® 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 transfers using the Zelle® Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Zelle® 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 Zelle® Transfer Service, and you give us a license to do so.

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 Zelle® Transfer Service.

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 Zelle® 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 Zelle® 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 Agreement,
- 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.

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

You also authorize us and Zelle® to capture certain information from your mobile device or internet browser used to access the Zelle® Transfer Service, including, but not limited to, Internet Protocol (IP) address and geolocation (if enabled on your device). We and Zelle® may use such information to: operate and maintain the Zelle® Transfer Service; prevent, detect and protect against security incidents, fraud and prohibited or illegal activities related to the Zelle® Transfer Service; conduct

internal research to improve the Zelle® Transfer Service; prepare anonymized reports about the use of the Zelle® Transfer Service; or for legal or compliance purposes.

## **Changes to Your Information**

You agree that you will notify us immediately in the event of a change to any email address, mobile phone number, or Zelle® tag that has been provided to us and is associated with you. You may instruct us to change any email address, mobile phone number, or Zelle® tag we associate with the Zelle® Transfer Service at any time. Address, mobile phone number, and Zelle® tag changes may be initiated:

- at your request;
- if we receive notice of change to your email address, mobile phone number, or Zelle® tag from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address, mobile phone number, or Zelle® tag in our records no longer is associated with you.

We may continue to rely on any email address, mobile phone number, or Zelle® tag that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

## **Termination**

You agree that unless otherwise required by applicable law or regulation, we can terminate your access to the Zelle® 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 POB Documents, (ii) there are suspected or confirmed unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Zelle® Transfer Service, or (iii) we incur problems with your use of the Zelle® Transfer Service, you agree that we may suspend or terminate your access to the Zelle® Transfer Service at any time. We may, in our sole discretion, at any time and without prior notice to you or other Zelle® Transfer Service participants, suspend or terminate:

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

If your access to the Zelle® Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of

reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Zelle® Transfer Service.

## **Fees**

We do not charge a fee for using the Zelle® 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) may also apply to your account(s) that you use for the Zelle® Transfer Service. In addition, fees may apply if you use the Zelle® Transfer Service through another financial institution or through the separate Zelle® service mobile app. We reserve the right to assess fees in connection with the Zelle® 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.

## **Consumer Electronic Fund 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. You can find the terms and conditions that apply to EFTs that debit or credit a brokerage account in your brokerage account agreement, not this Agreement.

When applicable, we may rely on any exceptions to the provisions in this Section 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.

Except for EFTs to or from brokerage accounts, your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- *Event: Loss or theft of Access Device (including username and password)*

If you notify us within two Business Days after learning of the loss or theft your liability won't exceed the lesser of \$50, OR the total amount of unauthorized EFTs that occur before notice to us.

- *Event: Loss or theft of Access Device (including username and password)*

If you notify us more than two Business Days after learning of the loss or theft of your Access Device up to 60 days after we send you a statement showing the first unauthorized transfer made with Access Device, your liability won't exceed the lesser of \$500, OR the sum of: \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND the amount of unauthorized EFTs occurring after two Business Days and before notice to us.

- *Event: Loss or theft of Access Device (including username and password)*

If you notify us more than 60 days after we send you a statement showing first unauthorized EFT made with Access Device, your liability won't exceed (1) For transfers occurring WITHIN the 60 day period: Lesser of \$500, OR the sum of: (a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND (b) the amount of unauthorized EFTs

occurring after two Business Days and before notice to us; and (2) for transfers occurring AFTER the 60 day period, you may have unlimited liability, until you notify us.

• *Event: Unauthorized EFT(s) NOT involving loss or theft of an Access Device (including username and password)*

If you notify us within 60 days after we send you a statement on which the unauthorized transfer first appears you will not have any liability.

• *Event: Unauthorized EFT(s) NOT involving loss or theft of an Access Device (including username and password)*

If you notify us more than 60 days after we send you a statement on which the unauthorized transfer first appears, your liability won't exceed unlimited liability for unauthorized EFTs occurring 60 days after the statement and before notice to us.

If your delay in notifying us was due to extenuating circumstances, we'll extend the times specified in the immediately preceding paragraphs to a reasonable period.

Note that these liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and do not apply to business accounts.

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. (844) 261-2548, 24 hours a day, 7 days a week.

Paper Mail. P.O. Box 27107, Overland Park, KS 66225-7107.

Online. Sign on to the Service with your username and password and use the appropriate form.

To notify us of errors in brokerage account transfers, follow the procedures in your brokerage account agreement.

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 on our website. Complaints or questions you initiate via the process we provide on our website 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 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.

You have the right to find out whether an EFT was credited to or debited from your CrossFirst Bank account. Please contact CrossFirst Bank at the number listed on your statement for your CrossFirst Bank Account. We will send you a monthly statement if there is an EFT in a particular month. Otherwise, we will send you a statement at least quarterly.

You may also access a history of all fund transfers completed or pending at any time by viewing your account activity or statements.

If we do not complete a Transfer Transaction 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. For instance, we will not be liable if through no fault of ours, you do not have enough money in your account to make the transfer, the transfer would go over the credit limit on a credit account linked for overdraft protection, the Zelle® Transfer Service was not working properly and you knew about the breakdown when you started the transfer, circumstances beyond our control (such as fire, flood, or pandemic) prevent the transfer, despite reasonable precautions we have taken, or there is some other exception stated in any of our agreements with you.

### **Limitation of Liability**

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 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 NON-CROSS-FIRST BANK FINANCIAL INSTITUTION; (5) ANY TRANSFER LIMITATIONS SET BY THE CROSS-FIRST BANK FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-

## RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO RECIPIENTS' EMAIL ADDRESSES OR MOBILE PHONE NUMBERS PROVIDED TO US.

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 Zelle® Transfer Service.

THE ZELLE® TRANSFER 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® TRANSFER 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).

### **Binding Arbitration**

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Selle Transfer Services or online banking services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. 壯 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Kansas law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, CrossFirst retains the right to forward them to the AAA on the your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, CrossFirst retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in**

**the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

## **Other**

Your Transfer Transactions will appear in the online transaction history and in the periodic statements for your Funding Account.

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 money transfer instructions on your behalf. You understand that financial institutions receiving the money 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.

## **Additional Zelle® Limitations and Obligations**

As a condition of your use of the Zelle® Transfer Service, Zelle® requires you to agree to the following additional provisions:

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 ZELLE® TRANSFER 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 ZELLE® TRANSFER SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE ZELLE® TRANSFER SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® TRANSFER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR PARTICIPATING 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

ZELLE® TRANSFER SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® TRANSFER SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® TRANSFER SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® TRANSFER SERVICE OR WITH THE TERMS OF THIS ADDENDUM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® TRANSFER 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 PARTICIPATING 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).

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Transfer Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Participating 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 attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle® Transfer Service, or any violation by you of the terms of this Agreement.

You further acknowledge and agree that for any claims or disputes that you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce the provisions in this Agreement regarding arbitration and waiver of class action rights against you.

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