

TERMS OF SERVICE

Updated 03-27-26

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Pegasus Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 4515 W. Mockingbird Lane Dallas, TX 75209. We may also be reached at 214-353-3000 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above.

We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the

Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web

sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other

situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO**

WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS

1. Description of Services. We have partnered with the Zelle® Network ("Zelle®") to enable a convenient way to transfer money between you and other people you know and trust, who are enrolled with Zelle® with Pegasus Bank, or with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses, U.S. mobile phone numbers, or other unique identifiers described in these terms (the "Service"). We will refer to financial institutions that have partnered with Zelle® as "Network Financial Institutions." In these Pegasus Bank Zelle® Terms of Use ("Terms of Use"), for consumer accounts, "you" and "your" refer to the Pegasus Bank account holder who has enrolled an eligible Pegasus Bank consumer account in the Service. For eligible Pegasus Bank Business Checking accounts enrolled in the Service ("business accounts") "you" and "your" refer to your business or its authorized representative. "We," "us," "our," and "Pegasus Bank" refer to Pegasus Bank, National Association. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transferred by a Network Financial Institution. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT KNOW AND TRUST. THE SERVICE IS NOT INTENDED FOR THE PURCHASE OF GOODS FROM RETAILERS, MERCHANTS, OR OTHER SELLERS, INCLUDING ON OR THROUGH SOCIAL MEDIA OR SOCIAL MEDIA MARKETPLACES OR MESSAGING APPS. We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle® Payment Service," as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves

money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle® and Other Payment Terms” means these Zelle® and Other Payment Services Additional Terms.

2. Eligibility and User Profile; Amendments to this Service Agreement. When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to these Terms of Use. You represent that you have the authority to authorize debits and credits to your enrolled Pegasus Bank account. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

To help protect you from scams, the Service should only be used for payments between friends, family, and others you know and trust. The Service should not be used to pay for goods. The Service is not intended, and should not be used, for the purchase of goods from retailers, merchants, or other sellers, including on or through social media or social media marketplaces or messaging apps. Neither we nor Zelle® offer purchase protection for authorized payments made through the Service (for example, if you do not receive the goods or services that you paid for, or the goods or services that you received are damaged or are otherwise not what you expected). See Section 10 below titled “Liability” for more information.

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

The Service allows you to send or receive money using your eligible consumer or business account. Enrollment in Bill Pay for Business or verification that you are the Controlling Party for the business is required for Pegasus Bank business only Zelle® users. We reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for any unlawful purpose.

The following are the Service content standards (“Content Standards”): You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

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

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle® tag. Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither Pegasus Bank nor Zelle® have any obligation to monitor User Zelle® tags, both Pegasus Bank and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. Pegasus Bank and Zelle® may require you to change your Zelle® tag in our sole discretion, and Pegasus Bank may elect to make a Zelle® tag unavailable to you, without any liability to you. Pegasus Bank and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the Terms of Use. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. Pegasus Bank and Zelle® are not responsible for,

and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. Pegasus Bank and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. Pegasus Bank respects the intellectual property of others and requires that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. Pegasus Bank may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

Subject to applicable law, we may amend or change these Terms of Use (including any applicable fees and service charges) from time to time, in our sole discretion, by posting the updated terms on your Pegasus Bank Mobile app. Please access and review these Terms of Use regularly. If you find these Terms of Use unacceptable to you at any time, promptly unenroll from the Service. Your continued use of the Service after any amendment, modification, or change to these Terms of Use shall constitute your agreement and acceptance of such amendment, modification, or change.

3. Consent to Share Personal Information (Including Account Information) and Privacy and Information Security.

You agree that we may collect, transmit, store, and use certain information about you and your use of your Pegasus Bank account in the Service. Pegasus Bank will use, share, and protect your personal information in accordance with the Pegasus Bank Privacy Policy, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. Please review the disclosure found at www.Pegasus Bank.com/privacy. For California residents, review the California Consumer Privacy Act Privacy Notice for a summary of privacy rights for California residents, which outlines the types of information we collect, and how and why we use that information.

You acknowledge that other third parties, such as Zelle®, will have access to certain details of the transactions you make using the Service. You acknowledge that Pegasus Bank does not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not the Pegasus Bank Privacy Policy.

4. Wireless Operator Data. We or Zelle® may use the information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third-party service provider solely to allow verification of your identity and to compare the information you have provided to us, or to Zelle® with your wireless operator account profile information for the duration of our business relationship. For additional information, see Pegasus Bank's Privacy Policy (found at <https://pegasus.bank/privacy-security/>) for how we treat your data.

5. Enrolling for the Service. To participate as a User, you must first enroll to use the Service through your Pegasus Bank Mobile app. For both consumer and business accounts, you must provide us with an email address that you regularly use and intend to use regularly (that is, no disposable email addresses) and/or a U.S. mobile phone number that you intend to use for an extended period of time (that is, no "burner" numbers). You may not enroll with the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

During the enrollment process, Pegasus Bank will send you a one-time passcode, via email or text, based on your enrollment preference, to validate your identity. Once enrolled, you may

(a) authorize Pegasus Bank to debit funds from your enrolled Pegasus Bank account to send money to a User, and

(b) receive money to your enrolled Pegasus Bank account from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

If at any time while you are enrolled, you do not send or receive money using the Service for a period of eighteen (18) consecutive months, you understand and agree that we may inactivate any email address or U.S. mobile phone number that you used to enroll with the Service. If we inactivate your email address or U.S. mobile phone number, you will not be able to send or receive money with the Service until you reenroll a valid email address or U.S. mobile phone number.

Once enrolled, a "Z" logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile

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

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

6. Consent to Emails and Automated Text Messages. As a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send money from or receive money to your enrolled Pegasus Bank account, as described in these Terms of Use.

You consent to the receipt of emails and/or text messages from Pegasus Bank, its affiliates, or designees, Zelle®, other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Service or related transfers between Network Financial Institutions and you. You agree that Pegasus Bank, its affiliates, or designees, Zelle®, or any of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you used to enroll with the Service.

You further acknowledge and agree:

(a) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

(b) You agree to immediately notify Pegasus Bank if any email address or U.S. mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.

(c) In the case of any messages that you may send through either Pegasus Bank or Zelle® or that Pegasus Bank or Zelle® may send on your behalf to an email address or U.S. 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 further represent that you and the recipient are located within the United States when sending or accessing electronic messages related to this Service. You understand and agree that any emails or text messages that Pegasus Bank or Zelle® sends on your behalf may include your name.

(d) Neither Pegasus Bank nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from Pegasus Bank or Zelle®, including messages that you may send through Pegasus Bank or Zelle® or that Pegasus Bank or Zelle® may send on your behalf.

(e) To cancel text messages from Pegasus Bank, send STOP to 762265. For help or information regarding text messaging, send HELP to 762265 or contact our customer service at 1-800-762-2035 or 1-888-762-2265. For enrolled Pegasus Bank business accounts, please call 1-877-287-2654. You expressly consent to receipt of a text message to confirm your "STOP" request.

(f) You consent to receive electronic communications and disclosures from Pegasus Bank and Zelle® in connection with your use of the Service. You agree that by providing telephone number(s), email addresses, and other contact information to Pegasus Bank now or at any later time, you authorize Pegasus Bank to contact you using such information regarding any of your Pegasus Bank accounts. You also consent to Pegasus Bank using any means to call you at any telephone number(s) provided, including by

(i) placing calls using an automated dialing system to a cellular, Voice over Internet Protocol, or other wireless phone number, and

(ii) sending prerecorded messages or text messages to those numbers, even if you may be charged for the calls or text messages.

(g) You also consent to Pegasus Bank monitoring or recording any phone call with you; contacting you by email or any other form of electronic communication and/or by fax in accordance with applicable law; and using third

parties to contact you by phone, email, other electronic communication or by fax to the same extent as though Pegasus Bank were making those contacts itself. If you revoke this consent, we may suspend or cancel your ability to use the Service. You acknowledge and agree that Pegasus Bank may contact your wireless service provider and you authorize your wireless service provider to disclose certain information about your wireless account, including but not limited to, your eligible mobile device phone number, IP address, name, address, and device data, in order to allow us to verify your identity and validate the information you provide to Pegasus Bank.

7. Review of Transfers. All transfers of funds through Zelle® are subject to review by Pegasus Bank for compliance with applicable laws, including, without limitation, the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (“PATRIOT”) Act of 2001, and the rules and regulations adopted pursuant thereto, as well as the trade and economic sanctions programs administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”). Transfer reviews may also assess whether your account activity and the activity of Users with whom you have transacted comply with these Terms of Use and your Pegasus Bank account agreement(s). All funds transfers through Zelle® may also be screened for compliance with applicable economic and trade sanctions and monitored for anti-money laundering purposes. All and any information, obligatory or optional, provided in the funds transfer instructions, description of the transaction, or any other information submitted in connection with the funds transfer may be used by Pegasus Bank in its review. Such review may result in the funds being delayed or blocked. If Pegasus Bank delays or blocks a transfer you initiated, Pegasus Bank will notify you in accordance with your User preferences.

Additionally, you agree that we may, without prior notice to you, place a hold on your enrolled Pegasus Bank account if we are notified that any transfer of funds received by you through Zelle® is subject to a dispute or may have been obtained through fraudulent or criminal acts. You agree that, in addition to placing a hold, we may, without prior notice to you, return such funds and debit your enrolled Pegasus Bank account in the amount of the returned transfer.

8. Receiving Money; Money Transfers by Network Financial Institutions. Once a User initiates a payment to the email address, U.S. mobile phone number, or Zelle® tag you used to enroll with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize Pegasus Bank to initiate credit entries to your enrolled Pegasus Bank account.

Most transfers of funds to you from other Users will occur within minutes. There may be other circumstances when the transfer of funds may take longer. For example, in order to protect you, Pegasus Bank, Zelle®, and the other Network Financial Institutions may need additional time to verify your identity or the identity of the User sending the money. Pegasus Bank may also delay or block the transfer to prevent fraud or to meet regulatory obligations. If we delay or block a transfer that you have initiated through a request for money, Pegasus Bank will notify you in accordance with your User preferences.

If you receive a transfer of funds from a business or government agency, such transfer will be delivered in accordance with these Terms of Use and the agreement you have with the business or government agency that is sending you the transfer.

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

When you receive a Zelle® transfer to your enrolled account, the funds may not be available immediately. See Pegasus Bank’s Funds Availability Policy for your enrolled account for detailed information about cut-off times and when funds you deposit will become available for your use.

9. Sending Money; Debits by Network Financial Institutions. You may send money to another User at your initiation or in response to that User’s request for money. You may send money to another User by initiating a: (i) one-time payment that will begin processing immediately, (ii) one-time, future-dated payment that will begin processing on a specified future date, or (iii) recurring series of payments where each payment will begin processing on the specified dates. You understand that use of this Service by you shall at all times be subject to: (i) these Terms of Use, and (ii) your express authorization at the time of the transaction (or at the time of establishing a one-time, future-dated payment or a recurring payment series) for Pegasus Bank to initiate a debit entry to your enrolled Pegasus Bank account.

One-time payments that process immediately cannot be edited or canceled. You may edit or cancel a future-dated payment or a recurring payment series until 11:59 PM ET the day before the payment is scheduled to occur. You understand that when you initiate sending money using Zelle® and a payment has begun processing, it cannot be edited or canceled. You may edit or cancel a future-dated payment or a recurring payment series in the Zelle® experience of the Pegasus Bank Mobile app. You understand that when a payment you have initiated begins processing, you will have no ability to stop it. However, you may cancel a payment after it has begun processing if the person to whom you sent the money has not yet enrolled in the Service. If the person to whom you sent money has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

We therefore recommend that you use the Service to send money only to people you know and trust. In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the transfer may take longer. For example, in order to protect you, Pegasus Bank, Zelle®, other Network Financial Institutions, and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, the intended recipient will receive a text or email notification instructing the recipient on how to enroll to receive the money. If the recipient is not enrolled as a User, once the recipient completes Zelle® enrollment, the Zelle® transfer will generally take between a few minutes to three business days to be sent or received. The recipient has fourteen (14) calendar days to complete Zelle® enrollment once they receive a notification to enroll with Zelle® to receive funds. After fourteen (14) calendar days, the payment will expire.

You understand and acknowledge that a person to whom you are sending money and who is not enrolled 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. Additionally, by scheduling a Zelle® transfer, including one-time, future-dated transfers and recurring transfers, you agree and acknowledge that we may cancel any such transfer(s) for reasons including, but not limited to, the following: your enrolled Pegasus Bank account is closed or does not have sufficient available funds on the transaction processing date, your Zelle® access has been terminated, suspended or restricted, you are otherwise ineligible to use Zelle® at that time, the recipient's account number, email, mobile number, or tag is invalid, your Zelle® limits have been exceeded, for security reasons, or the payment otherwise cannot be processed. If Pegasus Bank or Zelle® delays or blocks a transfer you initiated, Pegasus Bank will notify you in accordance with your User preferences. Pegasus Bank has no control over the actions of Zelle®, other Users, other Network Financial Institutions, or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability. Neither Pegasus Bank nor Zelle® shall have liability to you for any transfers of money using the Service, including without limitation:

(i) any failure, through no fault of Pegasus Bank or Zelle®, to complete a transaction in the correct amount, or

(ii) any related losses or damages.

Neither Pegasus Bank nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU KNOW AND TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT KNOW AND TRUST. NEITHER Pegasus Bank NOR ZELLE® OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT Pegasus Bank TO DISPUTE A TRANSACTION. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE OR BY APPLICABLE LAW, YOU AGREE THAT YOU, NOT Pegasus Bank OR ZELLE®, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

11. Limitations on Transfers. Your daily and monthly Zelle® dollar send limits are disclosed in the Zelle® user experience in your Pegasus Bank Mobile app. Pegasus Bank reserves the right to change from time to time the dollar amount of the transfers you are permitted to send using the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided in these Terms of Use, you understand and agree that your use of the Service thereafter may be subject to different limitations on the dollar amount of the transfers you may send than would otherwise be permitted by us. We may set limits on the number of Zelle® transfers you can send on any calendar day or month. To help maintain the security of the Service and your enrolled account, we may also modify the number and dollar amount of Zelle® transfers you may send.

12. Requesting Money. You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither Pegasus Bank 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 Pegasus Bank nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, Pegasus Bank or Zelle® may decide, in each's sole discretion, that we will not send a reminder or resend the request to that User.

By accepting these Terms of Use, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend, and hold harmless us, Zelle®, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for money for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by Pegasus Bank or Zelle®. Neither Pegasus Bank 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.

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

13. Transaction Errors. If you have a question about a transfer, you received or expected to receive, then we recommend you contact the sender and attempt to resolve the issue. For consumer accounts, if you believe an error has occurred, please refer to Pegasus Bank's Consumer Electronic Funds Transfer Disclosure Statement for more information on how to notify Pegasus Bank of the error, including the timeframe in which you are required to notify Pegasus Bank of any error involving a transfer. If you need a paper copy, call us at 214.353.3000.

You understand that Pegasus Bank 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 transfer instructions on your behalf.

You understand that Zelle® or other Network Financial Institutions receiving the transfer instructions may rely on such information. Pegasus Bank, Zelle®, or other Network Financial Institutions are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that if you provide Pegasus Bank with incorrect information or if there is any error in your instruction, you 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, Pegasus Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

14. Liability for Unauthorized Transfers. Tell Pegasus Bank at once if you believe that your Pegasus Bank Online Banking and/or Mobile app credentials have been stolen, your Online Banking Account or Mobile app has

been compromised, or a transfer has been made without your authorization. Calling us is the best way of limiting your potential risk. You could lose all the money in your Pegasus Bank account, or the balance in any other account connected to your enrolled Pegasus Bank account for overdraft protection. For consumer accounts only, for more information on your rights and obligations concerning unauthorized transactions or errors, including the timeframe in which you are required to notify Pegasus Bank of any error or unauthorized transaction, please refer to Pegasus Bank's Consumer Electronic Funds Transfer Disclosure Statement. If you need a paper copy, call us at 214.353.3000. In case of errors or questions about transactions made using the Service through Pegasus Bank, for consumer accounts, promptly call Pegasus Bank at 214.353.3000

15. Liability for Failure to Complete Transfers. If Pegasus Bank or Zelle® does not complete a transfer to or from your enrolled Pegasus Bank account within the timeframes as described in these Terms of Use, or in the correct amount, in accordance with these Terms of Use, we will be liable to you for your direct losses and damages. However, Pegasus Bank and Zelle® will not be liable in the following circumstances:

- If, through no fault of Pegasus Bank or Zelle®, the sender does not properly complete the transfer to your enrolled Pegasus Bank account
- If, through no fault of Pegasus Bank or Zelle®, you do not have enough money in your Pegasus Bank account to make the transfer
- If, through no fault of Pegasus Bank or Zelle®, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions to enroll with Zelle®
- If the Service or your Pegasus Bank Mobile app was not working properly, and you knew about the malfunction when you initiated the transfer
- If circumstances beyond Pegasus Bank's or Zelle®'s control (such as but not limited to, fire, flood, war, insurrection, or act of God) prevent the transfer, despite reasonable precautions that Pegasus Bank or Zelle® have taken
- If Pegasus Bank has reason to suspect that the transaction is unauthorized, or Pegasus Bank has placed restrictions on the use of the Service or your enrolled Pegasus Bank account for security reasons
- If the funds in your Pegasus Bank account are frozen (for example, because of a court order) and Pegasus Bank is not legally permitted to complete the transfer
- If you have failed to use the Service, your Pegasus Bank Mobile app, or your enrolled Pegasus Bank account in accordance with our instructions

There may be other instances, either stated in these Terms of Use or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your enrolled Pegasus Bank account using the Service on time or in the correct amount.

16. Fees. While we do not currently impose fees for using the Service, we reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of the Service.

Your enrolled Pegasus Bank account is subject to fees and charges as outlined in your fee schedule. Your internet service provider and/or wireless carrier may impose charges for their services, including data usage or text messaging.

17. Use of Pegasus Bank's Online Banking Website and the Pegasus Bank Mobile App. You agree to access the Service in compliance with the agreement that governs your use of Pegasus Bank's Online Banking service and the Pegasus Bank Mobile app, which is hereby incorporated into and made part of these Terms of Use. In the event of a conflict between these Terms of Use and any applicable Pegasus Bank Online Banking website, Mobile app, or account agreements, the terms of these Terms of Use will control for the Service except as may be otherwise stated herein.

18. Modification or Cancellation of the Service; Right to Terminate Access. You may cancel your use of the Service at any time by notifying Pegasus Bank of your intent to cancel by calling us at 214.353.3000 or by logging into your Pegasus Bank Mobile app, navigating to the PAY menu, selecting the Zelle® option, and then selecting the Cancel link. Canceling your use of the Service means that you will no longer be eligible to send or receive money. At the time you instruct us to cancel your use of the Service, any transfers in process using the Service will be completed to or from your enrolled Pegasus Bank account, but no new transfers will be initiated to or from your enrolled Pegasus Bank account through the Service. With respect to a User with whom you have previously transacted using Zelle®, you may request that we restrict such User's ability to send you a payment or request a payment from you.

We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other User or any third party. We may from time to time make available additional or new features to the Service. Your use of such additional features may require approval by Pegasus Bank, at our sole discretion, and additional terms and conditions may apply.

We reserve the right, subject to applicable law, to terminate, suspend or restrict the Service and your right to use the Service, in whole or in part, at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate these Terms of Use or the rights of Pegasus Bank and/or Zelle®, or if you provide us with false or misleading information or interfere with other Users or the administration of the Service.

The Service may not be available at all times. In the event that Pegasus Bank at any time incurs a problem with your use of the Service, including without limitation a failure in attempting to debit your eligible Pegasus Bank account or to collect with respect to any of your transfers using the Service, and without limiting any other right or remedy that Pegasus Bank may have under these Terms of Use or otherwise, Pegasus Bank reserves the right to suspend or terminate a transfer or your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for Pegasus Bank to take in order to protect Pegasus Bank from loss. In the event of such a suspension, you may request reinstatement of your use of the Service by contacting Pegasus Bank using any of the methods provided for within these Terms of Use.

In the event that your Service is terminated, you understand that you may not request reinstatement of your use of the Service. Pegasus Bank reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event Pegasus Bank agrees to reinstate your use of the Service, Pegasus Bank reserves the right to initially reinstate your use of the Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the Service. Based upon your subsequent usage of the Service, Pegasus Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect.

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

20. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL PEGASUS BANK, ZELLE®, NETWORK FINANCIAL INSTITUTIONS, AND ANY OWNERS, DIRECTORS, OFFICERS, AND AGENTS OF EITHER PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF

(I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE;

(II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED;

(III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR

(IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® OR PEGASUS BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF PEGASUS BANK, ZELLE®, NETWORK FINANCIAL INSTITUTIONS, AND ANY OWNERS, DIRECTORS, OFFICERS AND AGENTS OF EITHER PARTY, 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).

21. Indemnification. You acknowledge and agree that you are personally liable for your conduct while using the Service, and except as otherwise provided in these Terms of Use and to the extent permitted by applicable law, you agree to indemnify, defend and hold harmless Zelle®, Network Financial Institutions, Pegasus Bank, and any owners, directors, officers, agents, employees and representatives of either Zelle®, Network Financial Institutions and Pegasus Bank from and against any and all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of these Terms of Use.

22. Governing Law; Choice of Law; Severability. The provisions of these Terms of Use will be governed by federal law and, to the extent that state law applies, the laws of the state that apply to the account agreement governing your enrolled Pegasus Bank account. If a court decides not to enforce a part of these Terms of Use, these Terms of Use will then read as if the unenforceable or invalid part were not there. All provisions in these Terms of Use are subject to any restrictions under applicable law.

23. Miscellaneous. Subject to these Terms of Use, the Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond Pegasus Bank's or Zelle®'s control. Contact Pegasus Bank customer service by calling 214.353.3000. Live customer service generally will be available Monday through Friday, excluding major US holidays. Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.