

## Consumer eBanking Disclosure Statement and Agreement

### I. GENERAL AGREEMENT

This eBanking Disclosure Statement and Agreement (the “**Agreement**”) identifies the terms and conditions that govern the use of National Capital Bank eBanking, Mobile Banking, Bill Payment, Mobile Deposit Service, External Transfer and *Zelle Transfer Service* (the “**Service**”). You agree that the use of the Service is subject to your Account Agreement and any other applicable agreements you have with us. In the event of a conflict between agreements, this Agreement will control the use of the Service. Any disputes arising from the use of this Service or this Agreement will be handled in accordance with your Account Agreement. We reserve the right to modify, add, or remove portions of the Service at any time. This Agreement is subject to change at any time. We will notify you of any material change in these terms via email, letter or our bank website at [www.nationalcapitalbank.bank](http://www.nationalcapitalbank.bank). Your continued use of the Service will be deemed to be and constitute your acceptance of any such changes to the Service and this Agreement.

### DEFINITIONS OF TERMS

The terms “**you**” and “**your**,” refer to users of the Service.

The terms “**we**”, “**us**” and “**our**,” refer to National Capital Bank, a financial institution in the District of Columbia.

The term “**Account(s)**” refers to any demand deposit or savings account(s), including a money market account, certificate of deposit or loan account, which you maintain with us, and which can be accessed through the Service.

The term “**Agreement**” refers to this eBanking Disclosure Statement and Agreement, and all amendments and modifications hereto.

The term “**Alert**” refers to an electronic message we send to you that is triggered by a predetermined event like an electronic statement being made available or a Payment being made through the Service.

The term “**Available Account Balance**” is defined in your Account Agreement.

The term “**Bill Payment Service**” refers to the Service that allows you to pay your bills electronically.

The term “**Business Day**” refers to Monday through Friday, excluding observed federal holidays, on which we are open and providing substantially all of our services.

The term “**Due Date**” refers to the date the Merchant has designated for payment and should not be adjusted for any grace period or late date accommodations the Merchant may provide. The term “**email**” refers to a system or means to deliver messages to an electronic mail address. For the purposes of this Agreement, email does not include messages sent or received entirely through the Service.

The term “**Eligible Item**” refers to a paper “**check**” as that term is defined in Federal Reserve Regulation CC (“**Reg. CC**”) and that otherwise fulfills the requirements of this Agreement. When the image of the check is transmitted to us for subsequent presentment and collection, it shall thereafter be an “**item**” within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted by the District of Columbia.

Note that any check you attempt to deposit using the Service is subject to verification by us.

The term “**Expedited Payment Service**” refers to an optional feature of the Service for the same day delivery of a Payment to participating Merchants for a fee. Please refer to our Fee Schedule for the Rush Payment Fee.

The term “**External Transfer**” refers to the movement of money between your Account(s) with us and your account(s) at another financial institution, provided you have successfully completed the enrollment process for those accounts held at other financial institutions prior to initiating an External Transfer request.

The term “**Good Standing**”, when used in conjunction with the Service, refers to an Account with three (3) or fewer overdrafts in the prior twelve (12) month period, with those overdrafts having been promptly resolved and no past due fees or charges outstanding. We may, at our discretion, waive one or more of these requirements to address customer-specific situations.

The term “**Ineligible Item**” refers to the following types of checks or items which shall be considered ineligible for the Mobile Deposit Service:

- Checks or items payable, in whole or in part, to any person or entity other than the person or entity that owns the Account that the check is being deposited into.
- Checks or items containing an obvious alteration, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously presented for payment electronically or converted to a substitute check, as defined in Reg. CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg. CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under your Account Agreement.
- Checks or items payable on sight or payable through drafts, as defined in Reg. CC.
- Checks or items with any endorsement on the back other than that specified in this Agreement.
- Checks or items that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution; and
- Checks or items that are drawn on or otherwise issued by the United States Treasury Department.

The term “**Merchant**” refers to any individual, business, or not-for-profit entity that you choose to pay through the Bill Payment Service, subject to the “requirements & restrictions” listed in the Agreement.

The term “**MICR**” refers to Magnetic Ink Character Recognition and describes the special numbers and symbols on the bottom of a check used to expedite its delivery and posting.

The term “**Mobile Banking Service**” refers to the portion of the Service that allows you to view balances and conduct transactions on your mobile device.

The term “**Mobile Deposit**” refers to a method for capturing the image of a check or other eligible item and depositing it to your enrolled Account via an approved access device, such as a smart phone, using software

provided by us or by an authorized agent of ours, subject to certain requirements which may be imposed by us from time to time. Mobile Deposit is an optional feature, but, if implemented by you, it is considered part of the Service.

The term “**Mobile Deposit Service**” refers to that portion of the Service for making a Mobile Deposit.

The term “**Password**” refers to the code or other security technique that you use to access the Service.

The term “**Paying Bank**” refers to the financial institution on which a check is drawn and through which it is payable.

The term “**Payment**” refers to the transfer of funds from one of your Accounts to a Merchant through the Service.

The term “**Service Hours**” refers to the times during which we or our representatives are available for customer assistance. Our eServices department is staffed during normal business hours, excluding federal holidays. The eServices Support Line (202-546-6200) is available for technical support or to report a lost/stolen Password or unauthorized account access or use.

The term “**Software**” refers to the computer programs you and we employ to access and use the Service.

The term “**Terms and Conditions of Your Account**” refers to the agreement that governs your Account opened with us.

The term “**Zelle Transfer Service**” refers to the portion of the Service for making a person-to-person transfer using the Zelle Network.

The term “**Zelle Network**” refers to a shared network between outside financial institutions and National Capital Bank, that allows for transfers of funds between you and other individuals using that network.

**PURPOSE:** The primary purpose of this Agreement is to authorize and govern banking transactions created through the use of the Service. When you use, or you permit any other person to use, the Service, you agree to the terms and conditions of this Agreement.

**AVAILABLE TRANSACTIONS:** You may use the Service to request the following transactions for Accounts that may be accessed through the Service. All transaction requests are subject to funds availability, dollar amount limits, withdrawal frequency limits, and daily cut-off times as described later in this Agreement. Scheduled and recurring transactions are subject to calendar rules which may change from time to time.

- Transfer funds on a same day basis between your Accounts with us.
- Transfer funds between your Accounts with us on a specified date in the future or on a recurring basis (e.g., weekly, bi-weekly, monthly, etc.).
- Transfer funds on a same day basis from your Account(s) with us to make a payment on a loan or line of credit you have with us.
- Initiate an External Transfer to be completed on a specified date in the future or on a recurring basis (e.g., weekly, bi-weekly, monthly, etc.).
- Obtain certain Account balance and transaction information.
- Schedule a Payment from your Account to a Merchant.

- Order us to stop payment on checks drawn by you on your Account(s) and view stop payments that are currently in place.
- View, add, or delete Alerts from a list of available options.
- Perform self-service account maintenance such as re-ordering checks, Account statements, changing statement options, changing your user ID and/or Password, managing your contact information, and managing mobile banking settings.
- Send us secure online messages regarding the Service and receive electronic messages from us.
- Make a deposit of Eligible Items by means of an approved access device with approved software.
- Use the Mobile Deposit Service and other Mobile Banking services; and
- Transfer funds person to person using the *Zelle* Transfer Service

**USE OF PASSWORD; AUTHORIZATION:** The Password used with the Service acts as the signature of the owner of the Account. The Password identifies the user of the Service as an individual who is authorized to conduct transactions from the Account and validates the directions given. By using your Password to gain access to the Service and directing us in your use of the Service, you authorize us to follow those directions. All electronic communications that are authenticated by us will be deemed to be valid and given the same effect as written and signed paper communications.

Your Password for the Service is a method for maintaining the security of your Account. Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO MAKE SURE THAT NO ONE ELSE LEARNS YOUR PASSWORD. You will be denied access to the Service if you do not enter the correct Password or other requested information. We may require you to change your Password from time to time for security reasons. We may also employ other security techniques to help us authenticate certain transactions and may elect to delay or cancel transactions that fail those security requirements. We will not be liable for any damages associated with delayed or canceled transactions due to security concerns.

**ACCOUNT REQUIREMENTS:** To enroll in the eBanking and Bill Payment Service, you must maintain at least one checking, savings, money market or loan Account in Good Standing with us. To enroll in the Mobile Deposit Service, in addition to maintaining your account in Good Standing, you must also use an approved access device and approved software.

**ALERTS:** Alerts allow you to create a variety of automated messages for your Accounts. Each Alert has different options available, and you will be asked to select from these options upon activation of the Alerts service.

When you activate an Alert, you agree to the following:

- Alerts will be sent to the email address or message-enabled phone number you have provided to us for such Alerts. If you change your email address or message-enabled phone number, you are responsible for updating this information through the Service.
- You understand and agree that your Alerts may be delayed or prevented by a variety of factors and that we do not guarantee the delivery or the accuracy of the contents of any Alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or any third party in reliance on an Alert.

- Message charges and other fees may be assessed by your phone carrier or service provider for the delivery of Alerts. These costs, if any, are your responsibility.
- Additional information about text messages (also known as SMS or Short Message Service) is contained in our “SMS Text Message Terms of Use” which is available from our website.

**ELECTRONIC MAIL:** Email and other forms of electronic messages you send to us may be delayed; therefore, if you need us to receive information concerning your Account immediately (e.g., requesting a stop payment or reporting unauthorized use of your Account), you must contact us in person at a branch or by telephone at 202- 546-6200.

When using email, we shall have a reasonable period of time after receipt to act on your requests. We may also require authentication of messages received via email before acting on them, in which case we will contact you for additional information before proceeding.

**AVAILABILITY:** Transactions other than Bill Payments, External Transfers and Mobile Deposits conducted through the Service are available on the Business Day received. If your periodic statement date coincides with a transaction date, transactions conducted at or after 6:00 p.m. Eastern Time, may not be reflected until your next periodic statement.

Preauthorized transactions scheduled to be completed on a Business Day will be posted to your account as of that Business Day. Preauthorized transactions scheduled to be completed on a day other than a Business Day will be completed and posted to your account as of the next Business Day. Preauthorized transactions scheduled to be completed on a day which does not exist in a certain month (e.g., February 30th) will be completed and posted to your Account as of the last Business Day of that month.

Transactions posted to your Account as of a certain Business Day may not be reflected in Account balances displayed through the Service until the next Business Day.

**BILL PAYMENT SERVICE:** By furnishing us with the names of your Merchants and their addresses, you give us authorization to follow the Payment instructions that you provide to us. When we receive a Payment instruction for the current date or a future date, we will remit the funds to the Merchant on your behalf from the funds in your designated Account. Funds for an electronic payment will be withdrawn from your Account the Business Day it is scheduled by you to be sent to the merchant. Funds from paper checks issued to a merchant or individual will be withdrawn from your account when the check is cashed.

- **Requirements & Restrictions:**
  - a. We are not obligated to initiate a requested Payment if the Available Account Balance in your designated Account is insufficient to cover that Payment.
  - b. We are not responsible if a Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant.
  - c. Requirements for dual signatures on checks do not apply to the Bill Payment Service.
  - d. We reserve the right to refuse to pay any Merchant to whom you may direct a Payment for any reason and without notice.
  - e. Unless we otherwise agree, Payments are limited to maximum of \$50,000 initiated to a single Merchant on a Business Day.

- **Merchant Limitations:** Bill Payment cannot be used for any of the following types of transactions:
  - a. Tax payments to the Internal Revenue Service or any state, local, or other government agency.
  - b. Court-ordered payments such as child support or alimony.
  - c. Payments to Merchants located outside of the United States; and
  - d. Payments for illegal goods and services or that would otherwise be unlawful under United States law.
- **Making/Scheduling Payments:** You may use the Bill Payment Service to authorize recurring Payments and non-recurring Payments. Recurring Payments are Payments that you schedule in advance to take place at substantially regular intervals in the same amount to the same Merchant.

Recurring Payments will continue until you cancel them or until a termination date you have specified is reached. Non-recurring Payments are a single, one-time Payment to a specified Merchant. Non-recurring Payments may be scheduled for initiation up to three hundred and sixty- four (364) days in advance.

Bill Payments are processed Monday through Friday until 4:00 p.m. EST, except on observed federal holidays. If you attempt to schedule a Payment to occur on a weekend or federal holiday, you will be prompted to select a different date, or the Payment will be processed on the following Business Day if it is a recurring Payment. The first Payment to a Merchant must be scheduled at least five (5) Business Days prior to the Due Date for that Payment (recurring or non-recurring) to allow adequate time for the Payment to reach the Merchant. After the first Payment is processed and we have determined whether a Merchant accepts electronic payments or requires a paper check, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

- **Changing or Deleting Payments:** Any Payment, recurring or nonrecurring, can be changed or cancelled if you access the Service prior to 4:00 p.m. EST, on the Business Day the Payment is scheduled to be initiated. For any assistance with cancelling a Payment please contact us at 202-546-6200 during our normal Service Hours at least one (1) Business Day prior to the date on which the payment is scheduled to be initiated.
- **Expedited Payments Service:** You may use the Bill Payment Service to access our Expedited Payments Service, subject to specific terms and conditions that are disclosed when you use the service, including the Expedited Payments fee.
- **Termination:** We reserve the right to terminate your use of Bill Payment at any time without prior notice to you. If, for any reason, you should want to terminate your use of our Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, either by deleting the Payments yourself or by contacting us as described below. We will delete all outstanding Payments, both non-recurring and recurring, as part of your Service termination upon receipt of proper notification.

We are not responsible for any Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all payments made by us on your behalf through the Bill Payment Service.

Should you desire our assistance in disabling or deleting any aspect of the Bill Payment Service, your request should be directed to National Capital Bank, Attn: eServices, 316 Pennsylvania Avenue, S.E., Washington, DC 20003 or via email to [eServices@nationalcapitalbank.bank](mailto:eServices@nationalcapitalbank.bank)

**EXTERNAL TRANSFER SERVICE:** Our External Transfer Service allows you to transfer funds between your Account(s) and designated account(s) you own at other financial institutions (External Account). By using our External Transfer Service, you agree to comply with the following requirements:

- a. **Enrollment:** To utilize the service, a user must contact the Bank and request the service and be approved. Users must be customers of the Bank for a minimum of 90 days and have a relationship with the bank in "Good Standing". We reserve the right to approve users at our sole discretion.
  - b. **Ownership:** You agree that any External Account you establish is an account over which you have legal ownership at the financial institution where the account is located. To establish an External Transfer, you will be asked to provide the routing number and account number at the external financial institution. To establish an External Transfer, two (2) small dollar deposits will post to the account at the external financial institution. You will need to verify the exact dollar amount of those deposits through the Service during setup.
  - c. **Processing of Transfers:** We reserve the right to reject or reverse any payment instruction transmitted through the External Transfer Service, at our discretion, without liability to you, including, but not limited to:
    1. transfers sent to or received from third-party accounts,
    2. transfers not consistent with United States law,
    3. transfers that are returned, reversed, or rejected by the financial institution
- **Availability of Funds:** If a transfer is transmitted through the Service before 7:00 PM EST on a Business Day, the transaction will be processed on that day. Otherwise, we will consider that the transfer was made on the following Business Day. Funds coming to or from your External Account are generally available by the Business Day following the day on which the transfer was processed. Availability of funds may be delayed for new accounts.
  - **Transfer Limits:** We reserve the right to impose limits on the dollar amount(s) and/or number of items that you transmit using the External Transfer Service and to modify such limits at our sole discretion. If you attempt to initiate a transfer in excess of these limits, we may reject your transfer. If we permit you to make a transfer in excess of these limits, such transfer will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times. The transaction and daily limits are \$5,000 on each Business Day.
  - **Termination:** We reserve the right to terminate your use of External Transfers at any time without prior notice to you. If, for any reason, you should want to terminate your use of our External Transfer Service, we recommend that you cancel all future transfers and then contact us in writing at National Capital Bank, Attn: eServices, 316 Pennsylvania Avenue, S.E., Washington, DC 20003, or via email to [eServices@nationalcapitalbank.bank](mailto:eServices@nationalcapitalbank.bank) indicating which External Account numbers at which financial institutions you would like removed. We are not responsible for any transfer made before we have a reasonable opportunity to act on your termination notice.

## MOBILE BANKING SERVICES

**A. MOBILE DEPOSIT SERVICE:** Our mobile remote deposit capture service allows you to make a Mobile Deposit to your enrolled Account. By using our Mobile Deposit Service, you agree to comply with the following requirements:

- **Endorsements:** You agree to restrictively endorse any check transmitted through Mobile Deposit with your signature and “For Mobile Deposit Only at National Capital Bank” or as otherwise instructed by us. We reserve the right to reject any item without proper endorsement.
- **Image Quality:** The image of a check transmitted to us through Mobile Deposit must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the check or item must comply with the requirements established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house, or association with which we interact.
- **Processing of Items:** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. In such a case, you will need to deposit the check by using other means, such as visiting one of our branches. We are not responsible for items we do not receive or that otherwise fail to meet our requirements for processing. We will send to you a confirmation when we have received an item for deposit; however, receipt of such a confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account. We reserve the right to charge back to your Account, at any time, any item that we subsequently determine was not an Eligible Item or any item that is returned by the Paying Bank.
- **Exception Items:** On each Business Day on which we review and process your item(s), we will use commercially reasonable efforts to identify items which, in our sole discretion, are ineligible for Mobile Deposit (each, an “**Exception Item**”). “**Exception Item**” includes, without limitation, an item that: (i) is illegible or contains MICR data that is not machine-readable, (ii) was previously processed for deposit, or (iii) is drawn on a financial institution located outside the United States. We will notify you of each Exception Item through the contact information you have on file with NCB. If you want to attempt to deposit any Exception Item to your Account after it has been determined ineligible for this Service, you may do so only by depositing the original check on which the Exception Item is based or as otherwise agreed between us.
- **Availability of Funds:** If an image of an item you transmit through the Service is received and accepted before 6:00 PM Eastern Time on a Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the following Business Day. Funds from items deposited through Mobile Deposit will generally be made available in accordance with our published availability schedule; however, we may adjust when funds are made available based on credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors that we, in our sole discretion, deem relevant.



- **Disposal of Transmitted Items:** Upon your receipt of a confirmation from us that we have received an item you have transmitted, you agree to retain the check for at least thirty (30) calendar days from the date of the image transmission. You must store the check securely, using precautions at least as secure as you would use to protect your own checks. After that time, you agree to prominently mark the item as “VOID” and to properly dispose of the item or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it, or a sufficient copy of the front and the back of the check, to us as and when requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes. Failure to provide an original check or a sufficient copy thereof upon request may result in the reversal of any funds previously made available based on the deposit of that item.
- **Deposit Limits:** All Mobile Deposits are subject to our review and/or approval. We reserve the right to impose limits on the dollar amount(s) and/or number of items that you transmit using Mobile Deposit and to modify such limits in our sole discretion. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Daily Limit	\$100,000
Multi-Day Limit ( <i>rolling 20 business days</i> )	\$150,000

- **Warranties and Indemnifications:** You represent, warrant, and covenant to us that:
  - a. You will transmit only Eligible Items and will not transmit any Ineligible Items.
  - b. You will not transmit items that have been previously deposited through this Service or elsewhere.
  - c. You will not deposit or re-present the original check submitted for deposit through this Mobile Deposit Service unless that item has been determined to be an Exception Item.
  - d. All information you provide to us is accurate and true, and all images transmitted to us accurately reflect the front and the back of the check at the time it was scanned.
  - e. You are not aware of any factor that may impact the collectability of an item deposited through the Service.
  - f. You will use the Service only for your own deposits.
  - g. You will comply with the terms of this Agreement.
- **Hardware and Software:** In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third- party software you may need to use the Mobile Deposit Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

**ACCOUNT TRANSFER LIMITS:** Please refer to your terms and conditions disclosures for any limitations for your specific account type.

**STOP PAYMENTS:** You may request a stop payment on any check you have written, including checks issued to Merchants through the Bill Payment Service, by providing the information required under the Customer Service tab of the Service or by calling us at 202-546-6200 during our normal service hours. Our policy governing stop payments is defined in your Account Agreement.

**FEES:** We may charge a fee for an order to stop payment of a check drawn by you and for excess account transfers on savings and money market accounts, as provided in our fee schedule. For additional information, please refer to your Account Agreement.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS:** Please refer to the Error Resolution Notice provisions of your Account Agreement and your Electronic Funds Transfer Disclosure and Agreement for information about the handling of errors and questions involving this Service.

**CONSUMER LIABILITY:** It is your responsibility to notify us immediately at 202-546-6200 if you believe your Password has been lost or stolen, your Account has been accessed or used without your authorization, or someone has used your Password to access the Service without authorization. The limits of your liability are defined in the Electronic Funds Transfer Disclosure and Agreement.

If you disclose your Password to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using the Service, as well as transactions authorized by any party to whom you have disclosed your password.

**DISCLOSURE OF ACCOUNT INFORMATION:** We may disclose information to third parties about your Accounts or the transactions you make:

- Where it is necessary to complete transactions or investigate transaction errors and verify transactions.
- In order to verify the existence and standing of your Accounts with us upon the request of a third party, such as a credit bureau or Merchant.
- In accordance with your written permission; or
- In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports.

**DISCLAIMER OF WARRANTIES:** YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE SERVICE WILL MEET

YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**OUR LIABILITY:** If we fail to complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, our liability will be limited to the lesser of your actual loss or the amount of the transfer in question; however, we will not be liable if:

- There are insufficient funds in your Account to make the transfer through no fault of ours.
- The funds in your Account are unavailable.
- The funds in your Account are subject to legal process.
- The transaction you requested would exceed the funds in your Account plus any available overdraft line of credit.
- Your Password has been reported lost or stolen or your Service privileges have been suspended.
- We have a reason to believe that the transaction requested is unauthorized.
- The failure is due to an equipment breakdown known to you when you started the transaction.
- The failure was caused by an event not reasonably foreseeable and/or under our control, including but not limited to, acts of God, fire, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, governmental acts, injunctions, labor strikes, and electrical or computer outages, experienced by us or by our agents, despite reasonable precautions we have taken;
- You attempt to complete a transaction using the Service which is not a permissible transaction.
- The transaction would exceed security limitations on the use of the Service.
- You have not given us complete information or properly followed our procedures on how to complete the transaction; or
- The Merchant does not credit your Payment properly.

There may be other exceptions in your Account Agreement, or other agreements between us.

**LIMITATION ON OUR LIABILITY:** UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE SERVICE, INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

**AGREEMENT ASSIGNMENT AND AMENDMENT:** We may assign this Agreement to any affiliate, parent, or other company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to such third parties as we may elect.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments, by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice 21 days in advance of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations, or changes by continuing or discontinuing the Accounts or Services to which these changes relate, at your option. Your continued use of the Service will signify your acceptance of any and all changes to this Agreement. We also reserve the option, in our sole judgment, to waive, reduce or reverse charges or fees in individual situations.

**SUSPENSION/CANCELLATION:** We have the right to limit, suspend or cancel your access to the Service, in whole or in part, at any time, without cause or notice. Your Service privileges may also be suspended or revoked if your Account becomes overdrawn. If the Service is suspended or cancelled, you understand that any scheduled transactions will not be made as scheduled. Suspension or cancellation shall not affect your liability or obligations under this Agreement.

Your eBanking, Mobile Deposit and Bill Payment Service remains in effect until terminated by you and/or us. You may cancel your Service at any time by notifying us of your intent to cancel in writing, or via email. This cancellation applies to your eBanking, Mobile Deposit and Bill Payment Service and does not terminate your Accounts. We recommend that you cancel any scheduled Payments prior to notifying us that you are discontinuing the Service or closing any related accounts.

**INACTIVITY:** If you do not log in for one hundred eighty (180) days or more and have no outstanding scheduled Payments or transfers through eBanking, Mobile Deposit and Bill Payment, we may cancel your Service without further notice.

**CONTACT BY NATIONAL CAPITAL BANK:** None of our employees, nor any company affiliated with eBanking, Mobile Deposit or Bill Payment Service, will contact you via email, phone or text message requesting your eBanking User ID or Password. If you are asked by anyone to provide this information, please do not provide the requested information, and contact us immediately at 202-546-6200.

**GOVERNING LAW:** The terms and conditions of this Agreement are governed in accordance with the choice of law provisions described in your Account Agreement.

**ENFORCEABILITY:** We may waive enforcement of any provision of this Agreement without impacting the enforceability of the remaining provisions of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any subsequent or prior breach of this Agreement. Any such waiver shall not affect our rights with respect to any other transactions or modify the terms of this Agreement.

**OWNERSHIP AND LICENSE:** You agree that we and our third-party service providers retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the foregoing restriction, you may not use the Service: (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to National Capital Bank's business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Service only for personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content of this Agreement and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**ELECTRONIC RECORDS:** The use of this Service requires us to maintain an electronic record of (i) this Agreement, and (ii) your authorizations (the "Authorizations") of any electronic fund transfers from your Account that were established through the Service.

You may request that this Agreement or any Authorizations be provided to you on paper, now or at any point in the future, by contacting one of our branches, by writing us at National Capital Bank, Attn: eServices, 316 Pennsylvania Avenue, S.E., Washington, DC 20003, via email to [eServices@nationalcapitalbank.bank](mailto:eServices@nationalcapitalbank.bank) or by calling 202-546- 6200. There will be no fee charged if you request that this Agreement or your Authorizations be provided to you on paper. You may withdraw your consent to electronic records at any time; however, should you withdraw this consent, you will no longer be eligible for the Service.

## II. Software License Agreement

In addition to the terms presented in the Agreement above, if you elect to use our Mobile Banking Application, the subsequent terms and conditions apply to your use of the Software (defined below) which makes our Mobile Banking Application and Mobile Banking Service possible. By using the Mobile Banking Service, you agree to and accept the following terms and conditions:

**GENERAL:** Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by FIS (the "**Licensor**"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products, or services made available to you through the Software.

**OWNERSHIP:** You acknowledge and agree that the Licensor is the owner of all rights, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to, any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "**Software**"). You may not use the Software unless you have first accepted the terms of this Agreement.

**LICENSE:** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which has been downloaded to your mobile device or otherwise in your possession or control.

**RESTRICTIONS:** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

**UPDATES:** The terms of this Agreement will govern any updates that replace and/or supplement the original Software unless such update is accompanied by a separate license in which case the terms of that license will govern.

**TEXT MESSAGES:** Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

**CONSENT TO USE OF DATA:** You agree that the Licensor may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

**EXPORT RESTRICTIONS:** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear missiles, or chemical or biological weapons.

**U.S. GOVERNMENT RESTRICTED RIGHTS:** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

**DISCLAIMER OF WARRANTY:** The software is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the software will be free from defects or viruses or that operation of the software will be uninterrupted. Your use of the software and any material or services obtained or accessed via the software is at your own discretion and risk, and you are solely responsible for any damage resulting from their use. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you.

**LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, in no event will the licensor or its affiliates or licensors be liable for any damages arising out of the use or inability to use the software, including but not limited to any general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, the licensor's liability arising out of the use or inability to use the software shall not exceed in the aggregate the sum of the fees paid by you for this license. Some jurisdictions do not allow the limitation or exclusion of liability for certain types of damages, so some of the above limitations may not apply to you.

**MISCELLANEOUS:** This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the District of Columbia, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are

subject to the exclusive jurisdiction of the courts of the District of Columbia and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

### **III. Zelle Terms and Conditions**

In addition to the terms presented in the Agreement above, if you elect to use our *Zelle* Transfer Service, the subsequent terms and conditions apply to your use of the *Zelle* Transfer Service (defined below) which makes our *Zelle* Transfer Service possible. By using the *Zelle* Transfer Service you agree to and accept the following terms and conditions:

#### **DESCRIPTION OF SERVICES:**

- The *Zelle Network* ("**Zelle**") is a convenient way to transfer money between you and others you trust. *Zelle* enables you to transfer with customers who are enrolled with us or enrolled with another financial institution that partners with *Zelle* (each, a "**User**") using aliases, such as email addresses or mobile phone numbers (the "**Service**"). We will refer to financial institutions that have partnered with *Zelle* as "**Network Financial Institutions**."
- *Zelle* provides no deposit account or other financial *Zelle* Transfer 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 SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

#### **ELIGIBILITY AND USER PROFILE:**

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

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. *Zelle* and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, *Zelle*, or the financial system to risk.

The Service is intended for personal, not business, or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

#### **Content Standards:**

You agree that you will not use the Service in any way, or 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 or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

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

The Service may include functionality for you to 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 we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

The Agreement does not contain all terms which may apply to you; for additional relevant information, please review the eBanking Disclosure and Agreement and Deposit Account Terms and Conditions. We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments, by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice thirty (30) days in advance of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations, or changes by continuing or discontinuing the Zelle Transfer Service to which these changes relate, at your option. Your continued use of the Zelle Transfer Service will signify your acceptance of any and all changes to this Agreement. We also reserve the option, in our sole judgment, to waive, reduce or reverse charges or fees in individual situations.

**PRIVACY AND PERSONAL INFORMATION:** We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.nationalcapitalbank.bank/privacy-policy> which is incorporated into and made part of this Agreement by this reference. At times, information may need to be disclosed to third parties about you and your accounts or the transfers you make (subject to applicable laws):

- when necessary for completing transfers
- as necessary for offering the Service
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- to comply with government agency or court orders
- if you give us written permission
- as stated in our National Capital Bank Privacy Policy



- as otherwise required or permitted by law or government regulation.

#### **WIRELESS OPERATOR DATA:**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud

#### **ENROLLING FOR THE SERVICE:**

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.
- b. Once registered, you may:
  - I. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - II. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled in still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile 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.
- e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.

#### **CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES:**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle tag, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the *Zelle* Transfer Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have registered 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 us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact us at 202-546-6200. You expressly consent to receipt of a text message to confirm your "STOP" message.
- f. Supported Carriers: Most major carriers. Restrictions may apply.

### **RECEIVING MONEY; MONEY TRANSFERS BY NETWORK BANKS:**

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

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

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

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

### **SENDING MONEY; DEBITS BY NETWORK FINANCIAL INSTITUTIONS:**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with *Zelle*, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. 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, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle*, the other Network Financial Institutions, and other *Zelle* users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to register with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

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

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

#### **TRANSACTION MEMOS:**

The *Zelle* Transfer Service may allow for the inclusion of a description or “memo” that will be shared with the recipient. This feature is intended for informational purposes between the sender and receiver. National Capital Bank will not act on any instruction provided in the memo field. You agree that the use of the field is for personal use and will not contain obscene, abusive, or any language that refers to illegal activities.

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

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER 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 US TO DISPUTE A TRANSACTION.

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

**SEND LIMITS:** We reserve the right to impose limits on the dollar amount(s) and/or the number of items that you may transmit through Zelle. If you attempt to initiate a transaction in excess of these limits, we may reject your transaction. If we permit you to make a transaction in excess of these limits, such transaction will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transaction at other times. The current daily limit for Sending Money is \$1,000 with no restrictions on the amount of funds received. We may increase your daily limit based on transaction history and your account being in Good Standing. To request an increase in the limit to send money, please contact us at [eServices@nationalcapitalbank.bank](mailto:eServices@nationalcapitalbank.bank) or by calling 202-546-6200.

**Cutoff times:** 10:30 pm EST for the daily limit.

#### **REQUESTING MONEY:**

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the *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 Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental,

consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

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

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

#### **TRANSACTION ERRORS AND UNAUTHORIZED ACTIVITY:**

Please refer to the Electronic Fund Transfer Disclosure and Agreement for information about the handling of errors and questions.

National Capital Bank relies on information provided by you and is not responsible for errors based on mis-keyed or incorrect information, duplication, ambiguities, or fraud in the information you provided. It is strongly recommended you verify all information in transactions before submitting and that you know and trust the recipient of your funds. 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.

It is your responsibility to notify us immediately at 202-546-6200 if you believe your Password has been lost or stolen, your Account has been accessed or used without your authorization, or someone has used your Password to access the Service without authorization. The limits of your liability are defined in the Electronic Fund Transfer Disclosure Agreement.

If you disclose your Password to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using the *Zelle* Transfer Service, as well as transactions authorized by any party to whom you have disclosed your password.

**FEES:** There are currently no fees associated with the Service. National Capital Bank reserves the right to modify fees upon notice.

**USE OF OUR ONLINE BANKING SITE AND /OR MOBILE APPLY:** You agree to access this website and/or mobile app in compliance with our *Terms of Use*, which are available at <https://www.nationalcapitalbank.bank/terms-and-conditions> and incorporated into and made part of this *Agreement* by this reference.

**CANCELLATION OF THE ZELLE TRANSFER SERVICE:** We have the right to limit, suspend or cancel your access to the Service, in whole or in part, at any time, without cause or notice. Your *Zelle* Transfer Service privileges may also be suspended or revoked if your Account becomes overdrawn. If the Service is suspended or cancelled, you understand that any scheduled transactions will not be made as scheduled. Suspension or cancellation shall not affect your liability or obligations under this Agreement.

**RIGHT TO TERMINATE ACCESS:** You reserve the right to terminate access to the Service at any time. If you wish to terminate access to *Zelle*, contact us at 202-546-6200.

**DISCLAIMER OF WARRANTIES:** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE

SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**LIMITATION OF LIABILITY:** EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE 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 ZELLE'S ZELLE TRANSFER SERVICE OR WITH THE TERMS OF THIS Agreement, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

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

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

#### **IV. Mobile Wallet**

These Terms for Adding Your NCB Visa Debit Card to a Third-Party Digital Wallet (the "Terms") apply when you choose to add an NCB Visa Debit Card ("NCB Visa Debit Card") to a digital wallet or other payment service managed or owned by a third party ("Wallet"). In these Terms, "you" and "your" refer to the Visa Debit Cardholder of the NCB Visa Debit Card, and "we," "us," "our," and "NCB" refer to the issuer of your NCB Visa Debit Card, National Capital Bank.

When you add an NCB Visa Debit Card to a Wallet, you agree to these Terms:

**ADDING YOUR NCB VISA DEBIT CARD:** You can add an eligible NCB Visa Debit Card to a Wallet by either following our instructions as they appear on an NCB proprietary platform (e.g., NCB Mobile® app) or by following the instructions of the Wallet provider. Only NCB Visa Debit Cards that we determine are eligible can be added to the Wallet. If your NCB Visa Debit Card or underlying account is not in good standing, that NCB Visa Debit Card will not be eligible to be added to or enrolled in the Wallet. We may determine other eligibility criteria in our sole discretion. When you add a NCB Visa Debit Card to a Wallet, the Wallet may allow you to (a) use the NCB Visa Debit Card to (i) enable transfers of money between you and others who are enrolled with the Wallet provider or a partner of such Wallet provider, and/or (ii) enter into transactions where the Wallet is accepted, including the ability to use the NCB Visa Debit Card to complete transactions at participating merchants' physical locations, e-commerce locations, and at ATMs; and (b) use other services that are described in the Wallet provider's agreement or that they may offer from time to time. The Wallet may not be accepted at all places where your NCB Visa Debit Card

is accepted. We reserve the right to terminate our participation in a Wallet or with a Wallet provider at any time and the right to designate a maximum number of NCB Visa Debit Cards that may be added to a Wallet.

**YOUR NCB VISA DEBIT CARD TERMS:** The terms and agreement that govern your NCB Visa Debit Card do not change when you add your NCB Visa Debit Card to the Wallet. The applicable Visa Debit Card account agreement that governs the NCB Visa Debit Card, as amended from time to time, is incorporated by reference as part of these Terms. Please review those agreements, as applicable, for important information on your rights and responsibilities when making transactions through a Wallet. The Wallet simply provides another way for you to make purchases or other transactions with the NCB Visa Debit Card.

**APPLICABLE FEES:** Any applicable interest, fees, and charges that apply to your NCB Visa Debit Card or underlying account will also apply when you use a Wallet to access your NCB Visa Debit Card. NCB does not charge you any additional fees for adding your NCB Visa Debit Card to the Wallet or using your NCB Visa Debit Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your NCB Visa Debit Card information transmitted by a Wallet and you shall comply with any and all applicable tax laws in connection therewithin.

**NCB IS NOT RESPONSIBLE FOR THE WALLET:** NCB is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the NCB Visa Debit Card in the Wallet. We are not responsible for any failure of the Wallet, for any errors, delays caused by or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

**TRANSACTION HISTORY:** You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the amount, currency, and other details for the Wallet provider's transaction history in connection with use of your Visa Debit Card in the Wallet may be preliminary and/or incomplete and may not match the transaction amount that ultimately clears, settles, and posts to your Visa Debit Card's billing or monthly statement, which shall be deemed the prevailing document.

**CONTACTING YOU ELECTRONICALLY, BY EMAIL OR THROUGH YOUR MOBILE DEVICE:** You consent to receive electronic communications and disclosures from us in connection with your NCB Visa Debit Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any NCB product, service, or account, or through the mobile device on which you have downloaded the NCB Mobile app. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

**REMOVING YOUR NCB VISA DEBIT CARD FROM THE WALLET:** You can remove your NCB Visa Debit Card from the Wallet at any time.

**GOVERNING LAW AND DISPUTES:** These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the debit card application and Electronic Fund Transfer Disclosure and Agreement, under which your NCB Visa Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your NCB Visa Debit Card agreement.

**ENDING OR CHANGING THESE TERMS; ASSIGNMENTS:** We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. Your use of an NCB Visa Debit Card in a Wallet after we have made such changes available will be considered your agreement to the changes. We will provide notice if required by law. We can also assign these Terms. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any NCB Visa Debit Card in connection with a Wallet, (ii) modify or suspend the type or dollar

amounts of transactions allowed using NCB Visa Debit Cards in connection with a Wallet, (iii) change a NCB Visa Debit Card's eligibility for use with a Wallet and/or (iv) change the NCB Visa Debit Card authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing all NCB Visa Debit Cards from the Wallet. You may not assign these Terms.

**PRIVACY:** Your privacy and the security of your information are important to us. Our Online Privacy Policy and, where appropriate, our U.S. Consumer Privacy Notice (available online at: <https://www.nationalcapitalbank.bank/privacy-policy>) as amended from time to time, applies to your use of your NCB Visa Debit Card in the Wallet. You may be provided with the ability to share your NCB Visa Debit Card number with Wallet providers or a payment network, and you agree that we may share certain of your other information with the Wallet providers, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your NCB Visa Debit Card transactions, and to improve our ability to offer these services. This information helps us to add your NCB Visa Debit Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.

**NOTICES:** We can provide notices to you concerning these Terms and your use of a NCB Visa Debit Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: 202-546-6200.

**LIMITATION OF LIABILITY; NO WARRANTIES:** WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A NCB VISA DEBIT CARD TO A WALLET, OR YOUR ACCESS OR USE OF A WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS.

**QUESTIONS:** If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your NCB Visa Debit Card, please contact us at: 202-546-6200.