

## Business eBanking Disclosure Statement and Agreement

### I. GENERAL AGREEMENT

This Business eBanking Disclosure Statement and Agreement (the “**Agreement**”) identifies the terms and conditions that govern the use of National Capital Bank eBanking, Treasury Management Services, Mobile Banking, Bill Payment, Mobile Deposit Service and 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 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, or letter. 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 either 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 Business eBanking Disclosure Statement and Agreement, and all amendments and modifications hereto.

The term “**BeB**” refers to Business eBanking Services.

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.

**BeB SERVICES:** We will provide you with the Treasury Management Services (the “Services”) as you request from time to time, including balance reporting, ACH, wire transfer, and positive pay services. If you request additional Treasury Management Services in the future, they will also be governed by this Agreement and any schedules, exhibits or addendums attached hereto unless we notify you otherwise.

**TREASURY MANAGEMENT SERVICES:** Instructions on how to use the Services are available through an on-line help system (hereinafter referred to as the “User Guide”). A hard copy of the User Guide is available upon request. You are solely responsible for ensuring that your computers and operating software are compatible with our system.

You are responsible for providing and maintaining at your own expense all equipment necessary in connection with the Services. This includes, but is not limited to, telephones, terminals, Internet access, modems, and computers. We assume no responsibility for any errors, failures, or malfunctions of your computer or software, or for any computer

virus or related problems that may occur with your use of the Treasury Management Services system.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

All specifications, records, Software, forms, systems, security procedures, and programs utilized or developed by us in connection with this Agreement constitute confidential, proprietary property and must be returned to us upon request.

National Capital Bank may amend, change or waive any terms or provisions of the Treasury Management Services Agreement and Application. You agree that as a condition of receiving the Services to comply with all the terms and conditions of the Services License.

**TREASURY MANAGEMENT ACCOUNTS:** You will inform us of all accounts you wish to access with the Services. If such accounts include accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing your authority.

**SERVICE FEES:** You agree to pay us the fees established by the Bank for the Services provided. We will charge fees through Account Analysis on your NCB Commercial Checking account(s) with us. We may amend our Service fees from time to time by providing you with notice.

**ACCESS TO ACCOUNT DATA:** You can obtain balance and other account information through the Services. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. "Posted" items may be reversed due to insufficient funds, stop payments, etc. Items may appear as paid yet may be reversed the next day. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system.

**INFORMATION PROCESSING AND REPORTING:** We offer a number of services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**INACCURATE/CONFLICTING INFORMATION:** If you submit a funds transfer request which describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying account number, we and other financial institutions may process the request on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution.

We are not obligated to review any funds transfer request for inconsistencies or to confirm the correctness of any such request, except to the extent provided in this Agreement.

**COMPANY ID, USER ID AND PASSWORDS AND SECURITY PROCEDURES:** During the initial enrollment in the BeB Service, NCB will issue a unique Company ID, User ID and Temporary Password as part of your log in credentials. Additionally, you will be required to create your own permanent Password after first log in – you must use all three to access the System. You agree to: (a) to help safeguard your log in credentials, you should change your password frequently; (b) comply with the User Guide and all security procedures we provide to you in connection with the Services; (c) take reasonable steps to safeguard the confidentiality and security of the Company ID, User ID and Password, User Guide information, and any other proprietary property or information we provide to you in connection with the Services; (d) limit access to your Company ID, User ID and Passwords to persons who have a need to know such information; (e) closely and regularly monitor the activities of employees who access the Services; and (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

Your Password may be changed by you from time to time within the Service. You agree to notify the Bank to change your User ID and Password immediately if someone who has had access is no longer employed by you or is no longer authorized to use the Services. We may also require you to change your Company ID, User ID, and Password at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you perform a funds transfer with the Service, **you will be required to enter a Login code indicating your authorization (Out-of-Band Authentication) to allocate the funds transfer**, you warrant that the Company ID, User ID, and Password procedures are Business reasonable for the transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). We may process any funds transfer request we receive through the Service which includes your Company ID, User ID, and Password. Fund transfer requests submitted with the Company ID, User ID, and Password will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even if they are subsequently determined to be unauthorized.

You agree that you control the addition and deletion of users and the level of user authority for transactions. You agree to utilize the security and audit features provided by the Service. You also agree to promptly remove terminated users from access to the Service. You can learn about security features by reviewing the User Guide.

**SECURITY:** Corporate account takeover is a security threat that we have addressed through the implementation of Out of Band Authentication within the Treasury Management system, including IP address recognition in conjunction with a User ID and Password protection. You acknowledge that it is your responsibility to implement controls to mitigate the risk of malicious activity compromising the security of your accounts accessed through the Treasury Management system. You acknowledge that you understand the security procedures as outlined in the User Guide, which you must follow in order to protect your accounts. Your site administrator is hereby advised to implement dual control and separation of duties for high-risk transactions such as ACH origination and wire transfers. Dual control capability is included in the Treasury Management system however; you acknowledge that it is an option that you must implement in order to protect your accounts. In addition, you acknowledge that it is your responsibility to maintain updated spyware and virus protection on your servers and PC's to prevent malicious activity that could compromise the security of your accounts.

## II. 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.

### 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 APP:** 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.

### **III. ADDITIONAL SERVICES**

If the Bank provides electronic funds transfer services through BeB, you agree to the additional provisions contained in the ACH / Electronic Funds Transfer Service Addendum attached hereto, if applicable.

If the Bank provides wire transfer services through BeB, you agree to the additional provisions contained in the Wire Transfer Service Addendum attached hereto, if applicable.

If the Bank provides Positive Pay Services through BeB, you agree to the additional provisions contained in the Positive Pay Service Addendum attached hereto, if applicable.

**CUTOFF HOURS:** Several our Services are subject to processing cutoff hours.

All transactions must be submitted to the Bank by the cut-off times noted below to allow processing by the date specified. All times are Eastern Standard Time.

| <b>Service</b>               | <b>Cutoff Time</b> |
|------------------------------|--------------------|
| Account Transfers            | 6:00 pm            |
| Stop Payments                | Anytime            |
| ACH Processing               | 4:00 pm            |
| International Wire Transfers | 2:00 pm            |
| Domestic Wire Transfers      | 4:00 pm            |
| Mobile Deposit               | 6:00 pm            |
| Zelle                        | 10:30 pm           |

A fund transfer request is deemed to be received by us when the status in your Wire Manager grid changes to Processing. A fund transfer request is deemed to have been processed when the status of the Wire request is Confirmed. Unless you notify us of a problem with the transferor confirmation within five days, you will be deemed to have approved the accuracy of the information contained in the confirmation.

**OVERDRAFTS:** If we in our discretion overdraft any of your accounts to make any transfers pursuant to this agreement, we shall not be obligated to do so in the future, regardless of the number of times we shall have previously allowed such overdrafts. You shall be liable for the payment of any transfers made by us pursuant to the Agreement even though there were insufficient funds in your account(s) at the time the transfers were made.

**LIMITATION OF LIABILITY:** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or

omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; or (l) our inability to confirm (to our satisfaction) the authority of any person to act on your behalf. Please refer to our Electronic Funds Transfer Disclosure for additional details.

**ARBITRATION:** Any controversy arising out of or related to this Agreement or the Services shall be referred to arbitration before the American Arbitration Association, strictly in accordance with the terms of this Agreement. The arbitration shall be heard before an arbitrator mutually agreeable to you and us. If we cannot agree upon the choice of an arbitrator within 10 days, then the arbitration shall be heard by three arbitrators: One chosen by us, one chosen by you, and the third chosen by the first two arbitrators. BY ENTERING INTO THIS AGREEMENT, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY in connection with this Agreement and the Services. This provision shall not limit or constrain our right of setoff or to obtain provisional or ancillary remedies such as injunctive relief. Neither party shall institute a proceeding hereunder until it has given the other party at least 30 days prior written notice of its intent to do so.

**NO ASSIGNMENT:** You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

**NO THIRD-PARTY BENEFICIARIES:** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

**NOTICES:** Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or delivered to you at the statement or mailing address shown for you on our Account or Services records. Notices to us must be sent to National Capital Bank, 316 Pennsylvania Avenue, SE, Washington, DC, 20003.

**ELECTRONIC MAIL:** You can send us electronic mail ("email") with the Service. Since we may not receive or review it immediately, you should not rely on email if you need to communicate with us right away (e.g., to stop the payment of a check). If you need to contact us immediately, you should contact your branch of account in person or by telephone. We shall have a reasonable time to act upon any e-mail request and reserve the right to reject any transaction or request received by e-mail (e.g., a request to wire funds).

**NOTIFY US OF A PROBLEM:** You agree to review account transaction activity daily and to report any unauthorized transactions immediately to the Bank. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about the Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any Account; (c) a breach in the confidentiality of the Sign-On ID and Password; or (d) other problems related to the Services. Please refer to our Electronic Funds Transfer Disclosure for additional details.

**AMENDMENTS:** We may amend this Agreement, the Service fees, and the User Guide by providing you with prior written notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

**DISTRICT OF COLUMBIA LAW:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

**NO ATTORNEY'S FEES:** Attorneys' fees shall not be awarded in any proceeding to enforce the terms of this Agreement.

**MONITORING OF COMMUNICATIONS:** You agree on behalf of you yourself, your employees and agents that we

may monitor and record your communications in connection with the Services at any time, without further notice to you or any party to the communication.

**TERMINATION:** You or we may terminate this Agreement as to some or all the Services, with or without cause, by giving 30 days prior notice to the other party. We may terminate this Agreement immediately if: (a) you breach any agreement with us; (b) the confidentiality of your User ID and Password is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or the Service; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement shall not affect the rights or obligations of the parties existing prior to termination.

**ENTIRE AGREEMENT:** This Agreement supplements (and supersedes where inconsistent) the terms of your Deposit Account Agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services. We may at any time request that you submit updated periodic financial information to the Bank.

**VALIDITY:** If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.