



## **Southern First Bank with Zelle Network® Standard Terms Agreement – Effective 4.30.25**

When you enroll to use the Zelle® Service, you agree to all of the terms and conditions of the Southern First Bank with Zelle Network® Standard Terms Agreement hereinafter known as “Agreement.” You represent that you have the authority to authorize debits and credits to the enrolled bank account. Under this Agreement the terms " the Bank", "us," "we," or "our" hereinafter means Southern First Bank, also referred to in this agreement as a Network Financial Institution and "you" or "your" means (i) an individual or entity that is the owner of an account or (ii) an authorized signer on an account who has authority to view account information and effect transactions on such account. You must use an eligible Southern First Bank checking account, which may have its own terms and conditions. If terms in this Agreement conflict with terms and conditions within the account agreement, then the terms in this Agreement will control and take precedence unless this Agreement specifically states otherwise.

### **1. Description of Services**

- a. The Zelle Network® (“Zelle®”) is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle as “Network Financial Institutions.”
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transferred by a Network Financial Institution.
- c. Zelle is intended for payments to recipients you know and trust and should not be used for the purchase of goods from retailers, online marketplaces or through social media posts. The Bank does not provide any protection if you make a purchase of goods using Zelle and (a) you do not receive them or (b) you receive them damaged or (c) not as described or expected. The Bank does not offer reimbursement for authorized payments you make using Zelle.
- d. 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.

### **2. Definitions**

In this Agreement, the follow terms shall have the meanings set forth below:

"Deposit Account" means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.

"Funding Account" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.

"Network Financial Institutions" means any financial institution which is participating in or cooperating with Zelle® and the Transfer Service. We are a Network Financial Institution.

"Transfer Transaction," "Transfer," or "Payment" means a transaction initiated through the Transfer Service to:

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

"User's Financial Institution" means any financial institution, , holding a User's account that the User has authorized to send or receive a transfer of funds as a result of a Transfer Transaction.

The Bank does not protect payments made within the Zelle® Network, and payments cannot be canceled if sent to the wrong person(s) or entities. Also, Zelle® cannot be used with international bank accounts; both parties need to bank with U.S. based financial institutions within the Zelle® network. Transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended time from time, including, without limitation, the National Automated Clearing House Association ("NACHA") or real time payment services ("RTP").

### **3. 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 represent that (a) you are at least 18 years of age, (b) you have the authority to authorize debits and credits to the enrolled bank account, and if applicable, (c) you are the authorized holder of the enrolled debit card. Under this Agreement this Service is intended for business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your personal, family, or household purposes under any circumstances, if it is linked to a business account. You agree that there may be other eligibility requirements that apply to participate in the Service (e.g., you must have a U.S. bank account and U.S. phone number, and a debit card issued in conjunction with a U.S. domestic deposit account (no U.S. territories)), and that we have the right and sole discretion, to restrict or otherwise prohibit your use of the Service. Except as required by applicable law, in no event shall we or Zelle be liable for any claims or damages resulting from your scheduling of prohibited payments. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service for any unlawful purposes.

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. Except as required by applicable law, in no event shall the Bank nor Zelle® be liable for any claims or damages resulting from your scheduling of prohibited payments.

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.

When you use, access, or permit any other person(s) or entity to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. The Bank reserves its right to amend or change this Agreement (including any applicable fees and service charges) from time to time,

in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated terms on the sites within the Service (the "Sites(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such changes will be considered your agreement to the change. In addition, the Bank may revise or update the programs, Services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the programs, Services, and/or related materials.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be requested by contacting Client Services at 1- 877-679-9646 or email at [clientservices@southernfirst.com](mailto:clientservices@southernfirst.com). It is your sole responsibility to notify us in writing of changes to your mailing address for U.S. Mail delivery of other account documentation.

Your use of Online Banking services may also be affected by the agreements between us for your linked Southern First accounts. When you link an account to Online Banking, the agreements that you already have with us do not change. When you use Online Banking services to access a credit account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking.

#### **4. Prohibited Payments**

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

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

The Southern First Privacy Notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Southern First account with us. It may be viewed by clicking on the Privacy Policy link on our website.

## **6. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Notice on our website at <https://southernfirst.com/privacy-policy> which is incorporated into and made a part of this *Agreement* by this reference.

You authorize each Network Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts.

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then
- You are also authorizing all Network Institution and
- Zelle to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

You agree that we may provide information about you to:

- any User you contact or attempt to contact, communicate or attempt to communicate with, send or attempt to send funds to, or receive or attempt to receive funds from, using the Transfer Service, and
- any User's Financial Institution, Zelle®, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, email address, and your Zelle QR Code. You irrevocably waive any provision of the Privacy Policy, which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party. As more fully explained in the Privacy Policy, we share this information for the purpose of processing transactions and to conduct everyday business associated with your Zelle Transfer Transactions.

You agree that we may obtain such additional information as we deem reasonably necessary to ensure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

## **5. Wireless Operator Data**

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

See Zelle's *Privacy policy*: (<https://www.zellepay.com/privacy-policy>) for how it treats your data. A copy of our Privacy Policy is located at (<https://southernfirst.com/disclosures/privacy-policy>)

## 6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/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 enrolled, you may:
  - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, 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.

## 7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network

Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you. Address and mobile phone number changes may be initiated: (1) at your request, in writing, (2) if we receive notice of change to your email address or mobile phone number from any Network Financial Institution or any common carrier, or (3) if we receive information from any other party that the email address or mobile phone number in our records no longer is associated with you. We may continue to rely on any email address or telephone number that has been provided to us until you notify us in writing of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.
- 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 **44833**. For help or information regarding text messaging, send **HELP** to **44833** or contact our Client Services at [clientservices@southernfirst.com](mailto:clientservices@southernfirst.com) or 1-877-679-9646. You expressly consent to receipt of a text message to confirm your “STOP” request. By stopping text message alerts, this may impact your ability to send or receive Zelle in the future.
- f. Supported Carriers: Verizon, AT&T, T-Mobile, other any other branded wireless operators.

You understand and agree that any emails or text messages sent through the Zelle® Service may not be encrypted and may include confidential information about you, such as the activity or status of your account. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys’ fees) arising from your provision of a phone number, email address, or any other delivery location that is not your own or from your violation of applicable federal, state, or local laws, rules, regulations, or ordinances. Your obligations under this section shall survive termination of this Agreement.

Your phone service provider is not the provider of the Zelle® or the Services. Users of the Service will receive text messages relating to their Transfer Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to

update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

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

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, 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.

*Zelle* transfers received after 5:00 PM EST may be reflected in available funds, however, will not post to the current account balance until the next business day.

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

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

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this 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 to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions, and other Zelle users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.



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

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

## 10. Liability

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

THE 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.

*If you have unauthorized transactions from certain qualifying reimbursements, please contact the bank by emailing [clientservices@southernfirst.com](mailto:clientservices@southernfirst.com) or calling 1-877-679-9646. You may also visit any office location to file the dispute.*

## 11. Send Limits

Transfers from consumer Southern First Accounts may be made in amounts of up to \$1,000 per transaction with a maximum of \$1,000 per day, in the aggregate from all of your combined Southern First accounts registered with the service.

Transfer limits, if any, applicable to holders of a Network Financial Institution bank accounts or Out-of-Network Financial Institution bank accounts for transfers to Southern First accounts or in receiving transfers to their Network Financial Institution bank accounts or out of a Network Financial Institution bank accounts are governed by the terms of the person-to-person transfer service of Zelle or the applicable Network Financial Institution.

All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

At our discretion, we may refuse to process any transaction that exceeds any of our limits. In this case, you are responsible for making alternative arrangements or rescheduling the payment or transfer.

## 12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money

from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than your request. If a User ignores your request, we may decide or Zelle may decide, in our 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 Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

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

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

### **13. Transaction Errors**

These provisions are only applicable to online electronic funds transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.

### **14. Your Liability for Unauthorized Transfers**

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. Generally, tell us AT ONCE if you believe your card and/or code have been lost or stolen, or if you believe an electronic funds transfer has been made without your permission using information from your account. Telephoning the bank is the best way of keeping your possible losses down. If you notify the Bank within 2 business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.

2. If you fail to notify the Bank within 2 business days after your password was lost or stolen, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, your liability would not exceed the lesser of \$500.00 or the total of:

a. \$50.00 or the amount of unauthorized EFTs that occur within the 2 business days, and

b. The total of authorized EFTs which occur during the 2 days before notification to the bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that 2-day period.

c. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts described in sections 1 and 2 above.

If you tell us orally, we will require that you send us your dispute or question in writing within 10 business days. Please submit written disputes to: Southern First Bank Attn: Client Services P.O. Box 17465 Greenville, SC 29606

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we have you put your complaint or question in writing and do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already have an established account with us before this account was opened.

We will tell you about the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. You may notify the Bank by telephone or in writing. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.

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

You understand and agree that the *Zelle* platforms are provided for your convenience. Southern First Bank is not required to provide you with such access or use. Southern First disclaims any and all liabilities, representations, and warranties with respect to the *Zelle* platforms. You also understand and agree that the *Zelle* platforms and any content and materials contained therein may only be available in English.

### **Payment Cancellation/Stop Payment Requests**

Our ability to stop a Transfer instruction or recover funds associated with an unauthorized Transfer instruction will depend on the manner in which the Transfer instruction was initiated, and whether the Transfer instruction to another User's account has begun processing. We may not be able to cancel Transfer instructions as the Transfer instructions may be processed immediately. Transfers that have been processed cannot be cancelled or stopped. Transfers may only be cancelled if they are in a pending status and the recipient has not yet enrolled in Zelle®. For pending Transfers that are eligible for cancellation, there will be a "Cancel Payment" button within the Zelle® Service. Cancellation requests are NOT guaranteed, and all Transfers should be considered processed as soon as they are submitted. We may charge you to stop the payment or recover the funds, and the charge will be based on the current Fees Disclosure enclosed within this agreement. You agree that you, and not we, will be responsible for resolving any payment dispute with any User to whom you send money through the Zelle® Service.

### **Failure or Rejection of Transfers; Refused Payments**

We do not make any representation or warranty that any Transfer can be completed or that it can be completed within a particular time period. Any estimates we may provide concerning the completion date for the Transfer is only an estimate and is not binding on us. You understand and agree we have no control over the actions of other Users or other financial institutions that may prevent or delay a Transfer. You understand and agree that we may not be able to complete a transaction if (i) the receiving User does not enroll in the Zelle® Service or (ii) the receiving User does not register with the Zelle® Service the email address or telephone number you have provided to us for the User. If the recipient does not enroll in Zelle® to receive the payment, the payment will automatically expire after 14 days.

If you do not have enough money in your Funding Account to make a Transfer, we may reject the transaction. We reserve the right to decline to initiate or complete a Transfer for any reason. We reserve the right to refuse to pay any User. We will attempt to notify the sender if we decide to refuse to pay a User designated by the sender. Notification is not required if you attempt to make an impermissible payment under this Agreement.

Returned Payments: You understand that Receivers may reject Transfer Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete a Transfer initiated through the Transfer Services

## **16. Fees**

The Bank does not charge a fee for the use of this Service, except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. In addition, fees may apply if you use the transfer service through another Financial Institution or through Zelle's separate transfer service website or mobile app. We reserve the right to assess fees in connection with the transfer service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the transfer transaction.

## **17. Use of Our On-line Banking Website and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our *Terms of Use*, which are available within the Bank's customer online banking system located at <https://www.southernfirstpersonal.com/bridge/disclosures/ib/disclose.html> and incorporated into and made part of this *Agreement* by this reference.

Your use of Online Banking Services may also be affected by the agreements between us for your linked Southern First Accounts. When you link an account to Online Banking, the agreements that you already have with us do not change. When you use Online Banking services to access an account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that may impact your use of an account with Online Banking.

## **18. Cancellation of the Service**

The Zelle platforms, such as the stand alone Zelle mobile app and zellepay.com site, are additional platforms owned and controlled by Zelle that enable you to use the Service. In addition to and without limiting any terms contained in this agreement, you agree as follows:

a. Electronic communications/Zelle Terms. By using the *Zelle* platforms, you agree to abide by the terms and conditions stated in this Agreement.

b. Cancellation. All parties have the right to cancel use and access to the *Zelle* platforms at any time. Specifically, Southern First and *Zelle* reserve the right to terminate your use or access to one or more *Zelle* platforms at any time and without notice.

## **19. Right to Terminate Access**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of these Services, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Services which we may deem to be illegal, and when you no longer have an eligible bank account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your Southern First account is not in good standing, that account will not be eligible to be used in Southern First Bank with *Zelle* transactions. We may determine other eligibility criteria at our sole discretion. We also reserve the right to terminate or suspend our participation in the *Zelle* network or with a particular Network Financial Institution at any time at our discretion.

You agree to pay all costs incurred by or in enforcing this Agreement, including attorney's fees, together with all costs, expenses and attorney's fees incurred in appellate, bankruptcy, and post-judgment proceedings.

## **20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® 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 FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

Subject to our obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO PERSONS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE 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).

## **22. 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 Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this *Agreement*.

You understand and agree that your access and usage of the *Zelle* platforms is provided for your convenience. Southern First Bank is not required to provide you with such services. Southern First disclaims any and all liabilities, representations, and warranties with respect to the *Zelle* platforms. You also understand and agree that the *Zelle* platforms and any content and materials contained therein may only be available in English.

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

This Agreement and your Account shall be governed by and construed in accordance with the laws of the State of South Carolina or applicable state law, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. All statutory references are to the statutes as they may be renumbered or amended from time to time.

### Arbitration Rights, Litigation Requirements

You acknowledge and agree that for any claims or disputes you assert against Southern First Bank or Zelle and Early Warning Services, LLC, Zelle and Early Warning Services, LLC are entitled to enforce this provision against you in accordance with the following actions by either party.

You agree that: (a) Neither the Bank nor Zelle, nor any agents has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) the Bank has been induced to enter into this Agreement with you by, among other things, the waiver and acknowledgements by you.

Arbitration:

The parties hereto agree, upon demand by any party, to submit to binding arbitration all disputes between or among them (and their respective person(s), employees' officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Agreement. Governing Rules – Any arbitration proceeding will (i) proceed in a location in South Carolina selected by the American Arbitration Association (“AAA”); (ii) be governed by the Federal Arbitration Act, notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the (AAA) under the Consumer Arbitration Rules, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s dispute resolution procedures, arbitration fees and costs to be referred to herein, as applicable, as the “Rules”. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that protects or affords any similar applicable state law.

JURY TRIAL WAIVER:

YOU ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH RIGHT MAY BE WAIVED. YOU HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND EXPRESSLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) INVOLVING YOU, ZELLE AND THE BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS.

Class Action Waiver:

You voluntarily waive and give up your right to serve as a class representative for or participate as a member of a class action in connection with a dispute involving the Bank or Zelle.

## **24. Miscellaneous**

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 the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US Bank Holidays.

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

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.