

# Popular Bank Mobile Banking User Agreement

## END USER TERMS

**Effective as of November 12, 2024**

This Popular Bank Mobile Banking User Agreement (“Mobile Banking User Agreement”) governs the Popular Mobile Banking service and the services referenced herein (collectively, the “app,” application,” “Service” or “Services) provided to you by Popular Bank. Popular Bank (referred to herein as “we,” “us,” “our” or “Popular”) is a Member of the Federal Deposit Insurance Corporation. The Popular Mobile Banking service is powered by a third party (the “Licensor”) mobile technology solution.

### **SECTION A – TERMS AND CONDITIONS**

Thank you for using Popular Mobile Banking combined with your handheld’s text messaging capabilities. If you have enrolled for Text Banking via Popular Online Banking, text “HELP” to 79680 if you need assistance. To cancel your plan, text “STOP” to 79680 at any time. In case of questions please contact customer service at PopularNet@popular.com or call 1-800-377-0800, Option 2. For more information and applicable terms relative to Text Banking, please refer to our Terms and Conditions for Text Message Alerts.

This is an agreement between you and Popular Bank. The terms and conditions herein shall govern your use of the Popular Mobile Banking Service and supplements and incorporates by reference the Terms and Conditions of Use of Online Banking, the Popular Online Banking Service Agreement, the Popular Bank Privacy Policy, and other applicable Popular agreements, disclosures and/or terms and conditions that govern your applicable account(s) (“Account(s)”) and your use of the Services (including, but not limited to, any online and mobile banking services) that we offer.

Popular expressly reserves the right to not authorize or settle any transaction you submit which we believe (i) is in violation of any applicable law, Popular disclosure(s), notice(s), terms and conditions, or agreement(s) to which you may be subject, or (ii) exposes you, other Popular customers, financial services providers, or Popular to harm or unnecessary risk, including but not limited to fraudulent, illicit, terrorist and other criminal acts. You grant us authorization to share information with law enforcement about you, your transactions, or any of your applicable Accounts if we reasonably suspect that your use of any products or services offered by Popular and/or your Account(s) has been for an unauthorized, illegal, or criminal purpose.

### **1. ELECTRONIC DISCLOSURE AND CONSENT**

a. Consent. You agree to receive, as applicable, the Terms and Conditions of Use for Online Banking, the Popular Online Banking Service Agreement, this Mobile Banking User Agreement, and all applicable agreements, disclosures, terms and conditions, notices and communications regarding the Services and your applicable Account(s) accessed through the Services (together, the

“Communications”). The Communications that you agree to receive electronically from us may include, but are not limited to:

- Changes and updates to the Communications
- Disclosures, agreements, notices and other information relating to the Service and the Accounts as may be required under applicable federal and/or state laws and regulations;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Any notice or disclosure regarding any Account or Service fee including, but not limited to, a late fee, an overdraft fee, or a stop payment order fee;
- Tax statements or notices; and
- Information or forms that we request from you and ask you to submit electronically, such as signature cards, Forms W-9, or other agreements.

b. Paper Copies of Electronic Communications. You may print or make a paper copy of the Communications. You can request a paper copy of some communications, but occasionally fees may apply. Stop by your local branch or contact our Customer Care Center at 1-800-377-0800 to make a paper copy Communication request.

c. Withdrawing Electronic Consent. You can withdraw your consent to receive future electronic Communications by calling our Customer Care Center at 1-800-377-0800. However, if consent is withdrawn your access to the Service will be revoked.

d. Equipment Requirements. The Service is compatible with the latest two versions of all known browsers. Versions older than the last two for any given browser may or may not be supported, and support of any older version is at our sole discretion. You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and internet access services necessary to use the Service. We require your browser to be, at a minimum, 128-bit encryption enabled. You must have software such as Adobe Acrobat Reader version 8 and above (which can be obtained from [www.adobe.com](http://www.adobe.com)) for Communications that are “PDF” files. Your access to this page verifies that your hardware, software, and browser meet these requirements.

e. Updating Your Contact Information. It is your sole responsibility to maintain your updated email and other contact information within the Service. Instructions on how to update your contact information can be found in the Service.

f. Receipt of Communications. You are deemed to have received Communications from us when they are made available to you. It is your responsibility to log in to the Service regularly to remain up to date with Communications. You will receive an e-mail from us for Communications that we deem to be time sensitive, which may prompt you to log in to review the full Communications.

## **2. SERVICES OFFERED**

The Service is a module of the Popular Online Banking service accessed via a web-enabled or text-enabled cell phone, smart phone personal digital assistant (PDA), tablet or other mobile device. Not

all of the products and services available through the Popular Online Banking Service may be available through our Mobile Banking Service.

a. Internal Transfers of Funds. You may use the Service to transfer funds between your Accounts (“Internal Transfers”), excluding credit card and certificates of deposit (“CDs”). Internal Transfers that are scheduled for a later date or set to be recurring (performed at a regular frequency) are processed at 2:00am CT on the Business Day the Internal Transfer request rules you set up indicate the transfer is to be sent. Immediate one-time Internal Transfers are processed at the time they are submitted, but please be aware immediate Internal Transfer requests may not be permitted during nightly processing from 11:00pm – 3:00am CT each Business Day.

b. Balance Inquiries. You may use the Service to check the available balance and other Account information.

c. Bill Pay. Customers that have enrolled to the Bill Pay service through Popular Online Banking may use the Service to process “Immediate Payments”. Functionality to schedule a recurring payment through the Service is not available in Mobile Banking at this time. “Immediate Payments” are one-time payments that you request each time you want to make a payment and request the payment be sent immediately.

- *Payee*. “Payee” means the merchant or other person or entity to whom you designate a payment to be directed or already paid. You may add, modify, or delete Payees through Online Banking Service and the Mobile Application. To use Bill Pay you must provide sufficient information for us to properly identify your Payees. We reserve the right to refuse to pay any Payee whom you may designate for a payment. Payees must be located in the United States and U.S. Territories.
- *Making Payments*. For all payment types, you authorize us to make payments by electronic, paper checks or other means that we determine are appropriate. If a payee does not accept electronic payments, you authorize us to make payment by check. If the payee does not have a payment address on file you may provide the payment address. If you provide a payment address you are solely responsible for the accuracy of that address, and for any late payment fees or charges resulting from an inaccurate payment address. For all types of payments and bills, you authorize us to follow your payment instructions.
- *Processing Times*. Nightly processing occurs from 11:00pm – 3:00am CT on Business Days, and during this time no bills are processed, nor can an Immediate Payment be made. If an Immediate Payment is submitted between 3:00am – 7:30pm CT on a Business Day it will be processed that Business Day. If an Immediate Payment is submitted between 7:30pm – 11:00pm CT on a Business Day, it will be processed the following Business Day. You may add, stop or edit an Immediate Payment up to 7:30pm CT on the Business Day the payment is scheduled to be sent. Estimates of when your payment will reach your payee are provided to you at the time you make or schedule a payment. It is always recommended you provide at least the estimated amount of time for your payment to reach your Payee to be considered on time by your Payee. We are not responsible for late payments that were requested with less time than the estimate provided.
- *Adding, Stopping or Editing Bill Payments*. You may add, stop or edit a bill payment by notifying us by 7:30pm CT on the day the payment is to be processed. If you provide us with oral notification to stop payment you must provide us with written confirmation of the oral

stop payment order within 14 days. If you fail to do so, your oral stop payment order will cease to be effective after the 14-day period. It is not possible to edit or stop a payment that has been completed. You may try to stop or edit a payment outside the processing times by visiting your local branch or calling our Customer Care Center at 1-800-377-0800, but there is no guarantee whatsoever your payment will be stopped or changed and you are solely responsible for any overdraft fees, late payment charges, or other losses to you resulting from your payment request(s) being completed.

- *Deduction of Funds.* You authorize us to follow your payment instructions. For scheduled and recurring payments, we will deduct your payment(s) from your selected Account (e.g. your checking, savings or money market account) on the date the payment is to be sent per your request and instructions. For Immediate Payments, we will deduct your payment(s) from your Account at the time of the Immediate Payment request even though the payment may not be sent until the next Business Day. If for any reason the payment amount is not deducted on the date the payment is sent, we reserve the right to deduct the payment at any future date after the payment is sent, which will usually be the next Business Day.
  - *Insufficient Funds.* If, in our sole discretion, we make a payment on your behalf even though there are insufficient funds in your Account, we are authorized to deduct the amount of such payment from your Account (or any other account you have with us) at any future time. You also authorize us to deduct any overdraft charges that apply and any fees we incur in attempting to collect the amount of the payment from you. You authorize us to report the facts concerning insufficient funds to a credit reporting agency.
  - *Authorization.* Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other information with a biller. Through your enrollment in Bill Pay, you agree that we reserve the right to obtain financial information regarding your applicable Account with a payee to resolve payment-posting problems. You must authorize us to obtain information from a biller in order to receive an E-Bill. To do so, you must authorize us to use your username, password and any other login credentials required to set up an E-Bill.
  - *Limitations.* No single Bill Pay transaction may exceed \$9,999.00 and no Bill Pay Immediate Payment transaction may exceed \$9,999.00. The total amount of any and all payments made with Bill Pay in any one (1) Business Day may not exceed \$9,999.00. Immediate Payments may not always be available, but it is still your responsibility to pay your bills on time. You may not use Bill Pay to (a) pay taxes directly to governmental agencies or to make other payments directly to governmental agencies, (b) pay court-directed alimony or support, or (c) make payments to persons outside of the United States or U.S. territories. We reserve the right to refuse to pay any payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a payee designated by you. This notification is not required, however, if you attempt to make payments not allowed within Bill Pay as outlined above.
- d. Mobile Check Deposits. Popular Mobile Check Deposit is designed to allow you to make deposits to your applicable checking, savings, or money market accounts from home or other remote locations by scanning checks using your mobile device and our iPhone® or Android® application software to deliver the images and associated deposit information to Popular or Popular's designated processor. Popular's Mobile Check Deposits are currently offered free of charge. Pricing and item

limits are subject to change as noted in Popular's Schedule of Fees. Wireless connectivity and usage rates may apply. Contact your wireless service provider for more details.

- *Acceptance of these Terms.* Your use of the Popular Mobile Check Deposit service and the Services constitutes your acceptance of this Mobile Banking User Agreement. This Mobile Banking User Agreement is subject to change from time to time. Your continued use of the Popular Mobile Check Deposit service and the Services will indicate your acceptance of any revised Mobile Banking User Agreement. Further, Popular reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Popular Mobile Check Deposit service and the Services. Your continued use of the Popular Mobile Check Deposit service and the Services will indicate your acceptance of any such changes to the Popular Mobile Check Deposit service and the Services. The Popular Mobile Check Deposit service is deemed a part of the Service provided by Popular and governed by the terms of this Mobile Banking User Agreement.
- *Limitations of Service.* When using the Popular Mobile Check Deposit service, you may experience technical or other difficulties. We cannot assume responsibility and disclaim all liability for any technical or other difficulties or any resulting damages that you may incur. Please refer to the Popular Online Banking Service Agreement for additional details and limitations. Portions of the Popular Mobile Check Deposit service have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Popular Mobile Check Deposit service, in whole or in part, or your use of the Popular Mobile Check Deposit service, in whole or in part, immediately and at any time without prior notice to you to the maximum extent permitted by applicable law.
- *Eligible Items.* You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the Popular Mobile Check Deposit service to scan and deposit any checks or other items as shown below:
  1. Checks or items payable to any person or entity other than you.
  2. Checks or items drawn or otherwise issued by you or any other person on any of your applicable Account(s) or any account on which you are an authorized signer or joint account holder.
  3. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  4. Checks or items previously converted to a substitute check, as defined in Reg CC.
  5. Checks or items drawn on a financial institution located outside the United States.
  6. Checks or items that are remotely created checks, as defined in Reg CC.
  7. Checks or items not payable in United States currency.
  8. Checks or items dated more than 6 months prior to the date of deposit.

9. Checks or items prohibited by Popular's current procedures relating to the Popular Mobile Check Deposit service or which are otherwise not acceptable under the terms of your applicable Account(s). Note: US Postal Money Orders are not permitted to be deposited through Popular Mobile Check Deposit.
- *Image Quality.* The image of an item transmitted to Popular using the Popular Mobile Check Deposit service must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
  - *Endorsements and Procedures.* You agree to restrictively endorse any item transmitted through the Popular Mobile Check Deposit service as "For mobile deposit only, Popular account number xxxxxxxx" or as otherwise may be instructed by Popular from time to time. You agree to follow any and all other procedures and instructions for use of the Popular Mobile Check Deposit service as Popular may establish from time to time.
  - *Receipt of Items.* We reserve the right to reject any item transmitted through the Popular Mobile Check Deposit service, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Popular that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
  - *Availability of Funds.* You agree that items transmitted using the Popular Mobile Check Deposit service are subject to the funds availability requirements of Reg CC and Popular's Funds Availability Policy Disclosure. Funds deposited using the Popular Mobile Check Deposit service will be available after Popular receives payment for the funds submitted, as we make with regular deposits. Popular may make such funds available sooner based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as Popular, in its sole discretion, deems relevant.
  - *Disposal of Transmitted Items.* Upon your receipt of a confirmation from Popular that we have received the image of an item, you agree to (i) prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item within two (2) business days to ensure that it is not presented again for payment and (ii) never present the item again.
  - *Deposit Limits.* We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Popular Mobile Check Deposit service and to modify such limits from time to time.
  - *Hardware and Software.* In order to use the Popular Mobile Check Deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Popular from time to time. Popular is not responsible for any third party software you may need to use the Popular Mobile Check Deposit service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
  - *Errors.* You agree to notify Popular of any suspected errors regarding items deposited through the Popular Mobile Check Deposit service right away, and in no event later than 60

days after the applicable Popular account statement is sent. Unless you notify Popular within 60 days, such statement regarding all deposits made through the Popular Mobile Check Deposit service shall be deemed correct, and you are prohibited from bringing a claim against Popular for such alleged error.

- *Presentment.* The manner in which the items are cleared, presented for payment, and collected shall be in Popular's sole discretion subject to all applicable agreements and disclosures governing your applicable Account(s).
- e. **Zelle<sup>®</sup>**. Please refer to Section B for the governing terms and conditions concerning Zelle<sup>®</sup>.

### 3. SERVICES EXCLUSIONS.

Services whose enrollment is completed through Popular Online Banking are not available through the "Mobile Only" enrollment process. These services include Bill Pay, Zelle<sup>®</sup>, account alerts and electronic statements. To enroll in these services, you must complete a separate Popular Online Banking enrollment by visiting [www.popularbank.com](http://www.popularbank.com).

4. Any applicable fees assessed in connection with the Services described in this Mobile Banking User Agreement are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Popular. You are solely responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. For more information and applicable terms relative to Text Banking, please refer to our Terms and Conditions for Text Message Alerts.

5. You are solely responsible for any content that you transmit to us through any communication method, including app(s), website, phone, and text messages.

6. By using the Service, you have accepted and agreed to be bound by all operational rules and general terms and conditions governing the Services, including without limitation all the following paragraphs, and to pay any applicable fees associated with the use of the Service. You likewise agree to be bound by any and all applicable laws, rules, regulations and official issuances applicable to the Services, now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits or services which we may make available to you in connection with the Service.

7. We have the absolute discretion to make the Service available to you. We have the discretion from time to time to determine the scope of the Service, set or change the daily cut-off time, modify, restrict, withdraw, cancel, suspend or discontinue any or all of the services without notice or responsibility to you and without giving any reason therefore to the maximum extent permitted by applicable law. You understand that by using the Service after any modification or change has been effected, you have agreed to any such modification or change. We shall not be liable to you if you are unable to gain access to the Services. Please refer to the Popular Online Banking Service Agreement for additional details and limitations. You understand that while the Services are available 24 hours a day, some or all of the Services offered may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other reasons beyond our control.

8. You are solely responsible for keeping your applicable username, password and other access/account information relative to the Services secret and confidential, and you shall not disclose

such information to any unauthorized person and shall take all steps necessary to prevent discovery of such information by any unauthorized person. You shall inform us as soon as reasonably practicable if you know or suspect that someone else knows such information or that unauthorized transactions have taken place. If you fail to do so, you may be liable for any unauthorized transactions made. You must promptly examine your statements upon receipt and if you discover any discrepancies, omissions, inaccuracies or incorrect entries, you must immediately contact us. You may be liable for all losses prior to your reporting any discrepancies, omissions, inaccuracies or incorrect entries or if you act fraudulently or with negligence, including failing to properly safeguard your Account(s) and/or the Service access information or immediately reporting any unauthorized transaction made. Please refer to the Popular Online Banking Service Agreement for additional details.

9. To the maximum extent permitted by applicable law, you agree that we shall not be liable for, and you agree to hold harmless and indemnify, and keep us indemnified, from and against any and all proceedings, suits, penalties, fines, liabilities, claims (including, without limitation, any claims of any third party, including relating to a Transfer in connection with Zelle<sup>®</sup>), losses, damages or expenses (including legal costs) arising from or in connection with the use or misuse of the Services, including, but not limited to, as it relates to any applicable law or regulation of any jurisdiction, regional or international authority from where the Service is accessed and/or the terms and conditions prescribed by the relevant internet service provider or information service provider in such country of access, any law or regulation of any jurisdiction, regional or international authority which governs any use or misuse of any component of the Service, any relevant internet service provider or information service provide or system, any loss or damage caused by any act or omission of any relevant internet service provider or information service provider or network provider occasioned by any access to the Service, any loss or damage caused by any modification, alteration, upgrade or termination of the Service, any access (or inability or delay in accessing) and/or use of any browser which we provide to allow access to the Service, any errors or omissions in the information and materials contained in any of our websites and/or any delay or failure in any transmission, dispatch or communication facilities. Please refer to the Popular Online Banking Service Agreement for additional details.

10. To the maximum extent permitted by applicable law, you agree that, subject to the provisions herein, if we are found liable for any act or omission for any reason whatsoever, our liability shall be limited to the amount of the relevant transaction or your actual damages whichever is less, and we shall not be liable to you in any manner, including for any indirect, special, punitive, or consequential loss or damages, arising in any way out of the use or misuse of the Services.

11. We have in place reasonable technical, organizational, and administrative safeguards to protect the Service and related data from loss, misuse, unauthorized access, disclosure, alteration and destruction. Our security and privacy policies are periodically reviewed and enhanced as necessary. While we strive to undertake reasonable and necessary efforts to secure the Service, no security measures can guarantee security in all instances, and we cannot guarantee that the information we collect, use and retain will be protected in all circumstances, including those beyond our reasonable control. . You shall notify us immediately upon receipt of any data or information which is not intended for you. Please refer to the Popular Online Banking Service Agreement and the Terms and Conditions of Use for Online Banking for additional details.

12. When through the Service we provide you with any information, you acknowledge and agree that we do not thereby warrant the accuracy and completeness of any such information. We likewise do



not warrant the accuracy, adequacy or completeness of any information contained in any applicable Popular website or webpage.

13. In case any Account which is accessible through the Service is a joint Account, you shall be fully liable and responsible for the liabilities and obligations of the other account holder(s) or partner(s) howsoever arising on a joint and several basis.

14. In the event of suspension or cancellation, the Service may be reinstated at our sole discretion and we reserve the right to impose a reinstatement charge as we deem fit. We likewise reserve the right to impose a fee for the Service at our absolute discretion at any time without your prior consent.

15. You hereby authorize the transfer, disclosure and communication of any information relating to your Account, or any information thereon, or any of your properties or investments with Popular Bank to any of the offices, branches, subsidiaries, affiliates, agents and representatives of Popular Bank and third parties selected by any of them, wherever situated, for use (including in connection with the provision of any service or product relating to your accounts, properties or investments and for data processing and storage, customer satisfaction surveys, anti-money laundering monitoring, review and reporting, statistical and risk analysis and risk management purposes). In addition to the foregoing, Popular Bank and any branch, subsidiary, affiliate, agent, representative or third party may transfer and disclose any such information as may be required by any law or regulation. The foregoing constitutes your written consent for any transfer, and disclosure of information relating to your accounts, properties and investments for the purposes indicated above and under applicable laws, rules and regulations. You agree to hold Popular Bank free and harmless from any liability that may arise from any transfer, disclosure or storage of information relating to your accounts, properties or investments. If you do not wish to receive telephone and/or mail solicitations, you may notify us in writing or by calling the Customer Care Center at 1-800-377-0800.

16. You acknowledge that all proprietary rights relating to or in connection with the Service (including without limitation any applicable Popular website or webpage) and all updates thereof, including without limitation trademark, trade name, service mark, patent and copyright, shall at all times vest and remain vested in us or the applicable owner of such intellectual property. The Service uses proprietary software of Popular Bank, other Popular, Inc. affiliates and/or other software and third party suppliers or licensors, as the case may be. You agree that you have been granted, as applicable, a non-exclusive, limited, personal, and revocable license to use this software in connection with the Service, which allows you to use such software only for its intended purposes. You shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow or assist anyone else to do so.

17. You understand that any access to the Service will be effected through the relevant internet service provider or network provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider or network provider in separate agreements with you. You shall be responsible for all telephone charges and charges by any internet service provider incurred in connection with the use of the Service. You represent to the best of your knowledge that the customer terminal and any other computer or network system through which access may be affected are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of Popular Bank is responsible for any electronic, mechanical, data failure or corruption, computer viruses and bugs or related problems that

may be attributable to the services provided by any relevant internet service provider or information service provider. Please refer to the Popular Online Banking Service Agreement and the Terms and Conditions of Use for Online Banking for additional details.

18. This Mobile Banking User Agreement shall be governed by and construed in accordance with the laws of the State of New York.

19. You acknowledge that your access to the Services via the use of your cellular phone, smart phone, PDA, tablet or other mobile device shall be limited only to: viewing of your Account Summary and Account Details, Mobile Check Deposits (Popular Mobile Check Deposit), Bills Payment (Bill Pay), Zelle<sup>®</sup>, Funds Transfer and inquiring on Popular's latest products, promotions, services and branch locations.

20. You consent to the transmission of communications through the Internet, and acknowledge that the Internet and use of mobile devices to conduct banking transactions is not necessarily a secure communications and delivery system, and understand the risks associated with it (among others, confidentiality, security, tampering and unauthorized use). You agree to waive any rights to the extent applicable under any and all applicable laws.

21. By pressing the "I Agree" button upon access to Popular Mobile Banking, you acknowledge that you have read and understood this Mobile Banking User Agreement, and you agree unconditionally to be bound by the terms and conditions of the Mobile Banking User Agreement and all amendments, revisions and additions which we may at our absolute discretion effect from time to time. THE SERVICE AND ALL ACCOMPANYING DOCUMENTATION, INCLUDING THIS MOBILE BANKING USER AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. POPULAR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY LICENSE, INCLUDING ANY SOFTWARE LICENSE, GRANTED BY ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SERVICE.

## **SECTION B – ZELLE<sup>®</sup> NETWORK STANDARD TERMS**

### **Section B – Zelle<sup>®</sup> Terms**

This Section B contains the terms and conditions governing your use of Zelle<sup>®</sup> (the "Zelle Terms"). If we make changes to the Zelle Terms, we will update the Zelle Terms on the website and/or mobile banking app, as applicable. We will notify you of changes following the procedures specified in the Mobile Banking User Agreement. In the event of any inconsistency between the Zelle Terms and the Mobile Banking User Agreement, the Zelle Terms will control.

Please read the Zelle Terms carefully. By agreeing to the Zelle Terms, or using or accessing Zelle<sup>®</sup>, you are agreeing to the terms and conditions of the Zelle Terms.

Your agreement to the Zelle Terms is essential to our agreement to provide you use of Zelle<sup>®</sup>.

## Definitions

Except as otherwise provided below, terms defined in the Mobile Banking User Agreement have the same meaning in the Zelle Terms.

- “Authorized Representative” means a person with authority (actual or apparent) to take action or make decisions with respect to a Deposit Account, Funding Account, or Zelle<sup>®</sup>. This includes others you have legally authorized to act on your behalf to use or access Zelle<sup>®</sup>.
- “Deposit Account” means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.
- “Funding Account” means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.
- “User” means a person who is any one or more of the following:
  - an individual, business or government agency enrolled in Zelle<sup>®</sup> through any Participating Financial Institution;
  - a business that uses Zelle<sup>®</sup> through any Participating Financial Institution to send money to another User;
  - an individual or business that is enrolled in Zelle<sup>®</sup> directly with Zelle<sup>®</sup> to receive money at the User’s Financial Institution; or
  - an individual, or business that is not yet enrolled in Zelle<sup>®</sup>, but with whom you attempt to initiate a Zelle<sup>®</sup> Transfer Transaction.
- “Participating Financial Institution” means any financial institution which is participating in, or cooperating with Zelle<sup>®</sup> and the use of Zelle<sup>®</sup> transfer service. We are a Participating Financial Institution.
- “User’s Financial Institution” means any financial institution, including a Participating Financial Institution, holding a User’s account that the User has authorized to send or receive a transfer of money as a result of a Transfer Transaction.
- “Transfer Transaction” means a transaction initiated through Zelle<sup>®</sup> to:
  - transfer money out of your Funding Account to a User;
  - receive a transfer of money into your Deposit Account from a User;
  - send a request to a User asking the User to transfer money to you using Zelle<sup>®</sup>; and/or
  - receive a request from a User asking you to transfer money to them using Zelle<sup>®</sup>.
- “You” or “Your” means each Owner of a Deposit Account and Funding Account, or an Authorized Representative, subject to the conditions in Section 2 below.

- “Zelle<sup>®</sup>” refers to the Zelle Network<sup>®</sup> operated by Early Warning Services, LLC, which facilitates the exchange of Transfer Transaction messages between financial institutions.

## 1. Overview of Zelle<sup>®</sup>

### 1.A. The Zelle Network<sup>®</sup>

### 1.B. Terms and Conditions of Zelle<sup>®</sup>

### 1.C. Content Standards

#### 1.A. The Zelle Network<sup>®</sup>

- We have partnered with the Zelle Network<sup>®</sup> (“Zelle<sup>®</sup>”) to enable a convenient way to transfer money between you and Users who are enrolled directly with Zelle<sup>®</sup>, or enrolled with another financial institution that partners with Zelle<sup>®</sup> using aliases, such as email addresses or U.S. mobile phone numbers.
- Zelle<sup>®</sup> provides no deposit account or other financial services. Zelle<sup>®</sup> neither transfers nor moves money. You may not establish a financial account with Zelle<sup>®</sup> of any kind. All money will be transmitted by a Participating Financial Institution.
- ZELLE<sup>®</sup> IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS YOU TRUST. YOU SHOULD NOT USE ZELLE<sup>®</sup> TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

#### 1.B. Terms and Conditions of Zelle<sup>®</sup>

Your use of Zelle<sup>®</sup> will be subject to the Zelle Terms and the Mobile Banking User Agreement, and also to the following, which are considered part of the Zelle Terms:

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

Subject to all the terms and conditions of the Zelle Terms and the Mobile Banking User Agreement, you may use Zelle<sup>®</sup> to engage in Transfer Transactions with other individuals or businesses who are Users.

Zelle<sup>®</sup> is a Service under the Mobile Banking User Agreement. You agree that you are enrolling as a User of Zelle<sup>®</sup>. You agree that you will only use Zelle<sup>®</sup> for Transfer Transactions entered into for lawful purposes, and not for purposes or activities that may lead to liability, reputational harm, or brand damage to Popular Bank or Zelle<sup>®</sup>.

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

## 1.C. Content Standards

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

- Pharmaceuticals and other controlled substances;
- Illegal drugs;
- Drug paraphernalia;
- Firearms, ammunition, or other weapons;
- Sexually oriented activities or materials;
- Pornography;
- Obscene or offensive activities or materials;
- Materials or activities that promote intolerance, violence, or hate;
- Ponzi or pyramid schemes;
- Illegal gambling, gaming, lotteries, or sweepstakes;
- Court-ordered alimony or child support payments;
- Traveler's checks, money orders, equities, annuities, or currencies, including digital currencies, such as bitcoins;
- Counterfeit materials;
- Infringement on the copyright, patent, trademark, trade secret, or other intellectual property rights of Zelle®, a Participating Financial Institution, another User, or any other third party;
- Terrorist funding;
- Fraud, for example:
  - Unauthorized electronic funds transfers that occur in instances of account takeover, lost/stolen debit cards or account information; or
  - Fraudulently induced transfers where a recipient convinces a sender to transfer money with Zelle® by (i) pretending to be or to represent another person or entity; or (ii) offering to provide a good, service, or funds while intending to provide nothing in return.
- Money laundering; or
- Any other illegal activity or unlawful purpose.

You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through Zelle® any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of Zelle®, 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 Zelle Terms. You understand that by using Zelle®, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of Zelle®.

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

## **2. Eligibility to Use Zelle®**

In order to use Zelle® you must have an eligible Funding Account or Deposit Account based in the United States, which includes Popular Bank personal consumer checking accounts. The Funding Account and the Deposit Account may be the same account. Account eligibility rules may differ if you are enrolling in Zelle® through a separate financial institution or on the separate Zelle® service mobile app. In order to receive money transfers into your Deposit Account, that account must be in good standing. In order to transfer money out of your Funding Account to another individual or business, you must have an available balance in that account. You represent that you have the authority to authorize debits and credits to the enrolled Funding Account or Deposit Account.

You agree that you may not use Zelle® to conduct small business activity or with any commercial account with us to receive money.

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

You further agree that you will not authorize a third party to use Zelle® or share your mobile banking log-in credentials with a third party to use Zelle® on your behalf.

We may, from time to time, introduce new features to Zelle®. When this happens, we will update our mobile banking app and/or website, as applicable, to include them.

### **3. Enrolling an Email Address or U.S. Mobile Phone Number to Use Zelle**

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

We may block enrollment, or later unenroll, any email address or U.S. mobile number, if at any time we determine that it does not meet our criteria for Zelle® usage. For example, we may limit the number of email addresses and/or mobile phone numbers, that you can enroll in Zelle® for an account. You may not enroll an email address that misleads or deceives other Users of Zelle® as to your identity or the purpose of payments sent to you.

Once enrolled, you may:

- authorize a debit of your account to send money to another User either at your initiation or at the request of that User, subject to the terms and conditions outlined herein and
- receive money from another User either at that User’s initiation or at your request, subject to the conditions outlined below under the section titled “Requesting Money.”

If at any time while you are enrolled, you do not send or receive money using Zelle® for an extended period of 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, then you understand that we may unenroll your U.S. mobile phone number or email address and you will not be able to send or receive money with Zelle® until you enroll again.

Once enrolled, a Z logo may appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo may be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

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

- 4.A. Sending Emails and Text Messages on Your Instruction
- 4.B. Consent to Emails and Automated Text Messages
- 4.C. Declining to Use an Email Address or Mobile Phone Number
- 4.D. Wireless Carrier Data

#### 4.A. Sending Emails and Text Messages on Your Instruction

Each time you send money using Zelle<sup>®</sup>, you are also authorizing and instructing either us or Zelle<sup>®</sup> to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note:

- Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction.
- These emails and text messages may identify you by name, mobile phone number, and/or email address, and may state that we are sending them on your behalf and according to your instructions.

#### 4.B. Consent to Emails and Automated Text Messages

By participating as a User in Zelle<sup>®</sup>, you represent and warrant to us that you are the owner or mobile subscriber of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner or mobile subscriber of such email address, mobile phone number, and/or other alias to send or receive money as described in the Zelle Terms. You consent to the receipt of emails or text messages from us, from Zelle<sup>®</sup>, from other Users that are sending you money or requesting money from you, and from other Participating Financial Institutions or their agents regarding Zelle<sup>®</sup> or related transfers between Participating Financial Institutions and you. You agree that we may, Zelle<sup>®</sup> may, or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree that:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- You will immediately notify us if any email address or mobile phone number you have enrolled for use in Zelle<sup>®</sup> is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either us or Zelle<sup>®</sup> or that we may send or Zelle<sup>®</sup> 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<sup>®</sup> may send on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle<sup>®</sup>, including messages that you may send through us or through Zelle<sup>®</sup> or that we may send or Zelle<sup>®</sup> may send on your behalf.



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

- Zelle® Text Messages

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

- General Text Messages

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

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

- To get help with Zelle® or General text messages, send HELP to the applicable number(s) described in this Section, or call customer service at 1-800-377-0800. Message and data rates may apply.
- Supported Carriers: Zelle® text messages are supported by many mobile carriers. Please check with your individual mobile carrier to confirm availability.

In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

#### 4.C. Declining to Use an Email Address or Mobile Phone Number

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

#### 4.D. Wireless Carrier Data

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

See the Zelle<sup>®</sup> Privacy Notice for how Zelle<sup>®</sup> treats your data, and our applicable Privacy Notices for how we treat your data.

## **5. Fees for Zelle<sup>®</sup>**

We do not charge a fee for using Zelle<sup>®</sup>. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Account fees (e.g., monthly service, overdraft) may also apply to your account(s) that you use for Zelle<sup>®</sup>. In addition, fees may apply if you use Zelle<sup>®</sup> through another financial institution or through the separate Zelle<sup>®</sup> service mobile app. We reserve the right to assess fees in connection with Zelle<sup>®</sup> 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.

## **6. Accessing Your Funding Account; Terminating Access**

### 6.A. Gaining Access

### 6.B. Terminating Access

### 6.C. Application of the Zelle<sup>®</sup> Terms and the Mobile Banking User Agreement After Reinstatement

#### 6.A. Gaining Access

You authorize us to provide access to your Funding Account and Deposit Account through Zelle<sup>®</sup> to initiate and complete Transfer Transactions.

To access Zelle<sup>®</sup> you must have a username, a password, and the required hardware and software as described herein. You must also comply with any other security procedures and policies we may establish from time to time as provided in the Mobile Banking User Agreement.

You must provide all mobile phone and other equipment, software (other than any software provided by us), and services necessary to access Zelle<sup>®</sup>.

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

#### 6.B. Terminating Access

You agree that unless otherwise required by applicable law or regulation, we can terminate your access to Zelle<sup>®</sup>, in whole or in part, at any time. For example, in the event (i) you violate any terms of the Zelle Terms or the Mobile Banking User Agreement, (ii) there are suspected or confirmed unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of Zelle<sup>®</sup>, or (iii) we incur problems with your use of Zelle<sup>®</sup>, you agree that we may suspend or terminate your access to Zelle<sup>®</sup> at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Zelle<sup>®</sup> participants, suspend or terminate:

- your use of Zelle<sup>®</sup>,
- your ability to send or receive money through a Transfer Transaction,
- your ability to send money through a Transfer Transaction, while continuing to permit you to receive money through a Transfer Transaction,
- your ability to request money from another User, or
- your ability to receive requests for money from another User.

#### 6.C. Application of the Zelle Terms and the Mobile Banking User Agreement After Reinstatement

In the event your access to Zelle<sup>®</sup> is terminated or suspended for any reason and then later reactivated or reinstated, you agree that the Zelle Terms and the Mobile Banking User Agreement, or any revised or amended version of the Zelle Terms and the Mobile Banking User Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of Zelle<sup>®</sup>.

### **7. Privacy; Authorization to Use Information; Obligation to Update Contact Information**

#### 7.A. Commitment to Privacy

#### 7.B. Use of Personal Information to Identify You and Process Transfer Transactions

#### 7.C. Additional Provisions Concerning Use of Information

#### 7.D. Changes to Email Address and Mobile Phone Number

#### 7.A. Commitment to Privacy

We make security and the protection of your information a top priority. Except as otherwise provided in the Zelle Terms, all information gathered from you in connection with using Zelle<sup>®</sup> will be governed by our applicable Privacy Notices and/or Zelle Privacy Notice.

#### 7.B. Use of Personal Information to Identify You and Process Transfer Transactions

You authorize each Participating Financial Institution to use the email addresses and/or U.S. mobile phone 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 mobile phone number, and
- authorize or accept completion of the Transfer Transaction, then you are also authorizing all Participating Financial Institutions and Zelle<sup>®</sup> to associate that email address or mobile phone 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 Zelle<sup>®</sup>, and
- any User's Financial Institution, Zelle<sup>®</sup>, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name (first and last name), address, mobile phone number, email address, your Zelle<sup>®</sup> QR Code, and/or any other enrolled alias of yours. You irrevocably waive any provision of our applicable Privacy Notices, which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

#### 7.C. Additional Provisions Concerning Use of Information

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

You understand that in order to complete transfers using Zelle<sup>®</sup>, it may be necessary for us to communicate with other financial institutions and other participants in Zelle<sup>®</sup> 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 Zelle<sup>®</sup>, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of Zelle<sup>®</sup>.

Your authorization includes, but is not limited to, providing such information to:

- Users to whom you send or attempt to send funds, or from whom you receive or attempt to receive funds, using Zelle<sup>®</sup>,
- Zelle<sup>®</sup>,
- User's Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

We may also disclose information to third parties about your account or the transfers you make, in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus and merchants.

Each time you use Zelle<sup>®</sup>, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by the Zelle Terms,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.

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

You also authorize us and Zelle<sup>®</sup> to capture certain information from your mobile device or internet browser used to access Zelle<sup>®</sup>, including, but not limited to, Internet Protocol (IP) address and geolocation (if enabled on your device). We and Zelle<sup>®</sup> may use such information to: operate and maintain Zelle<sup>®</sup>; prevent, detect and protect against security incidents, fraud and prohibited or illegal activities related to Zelle<sup>®</sup>; conduct internal research to improve Zelle<sup>®</sup>; prepare anonymized reports about the use of Zelle<sup>®</sup>; or for legal or compliance purposes.

#### 7.D. Changes to Email Address, and Mobile Phone Number

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

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

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

### **8. Power of Attorney**

For as long as you are using Zelle<sup>®</sup>, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete transfers as described herein, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing transfers, including verifying the content and authenticity of any transfer instruction for the purposes of security procedures applicable to the Funding and Deposit Accounts, as fully to all intents and

purposes as you might or could in person. Once we have actual knowledge that you wish to cease using Zelle<sup>®</sup> as provided in the Zelle Terms and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of Popular Bank and your use of Zelle<sup>®</sup>. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN POPULAR BANK IS EFFECTING A TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, POPULAR BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Popular Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in the Zelle Terms.

### **9. Limitation of Liability**

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THE ZELLE TERMS AND MOBILE BANKING USER AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY NON-POPULAR BANK FINANCIAL INSTITUTION; (5) ANY TRANSFER LIMITATIONS SET BY THE NON-POPULAR BANK FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO RECIPIENTS' EMAIL ADDRESSES OR MOBILE PHONE NUMBERS PROVIDED TO US.

NEITHER WE NOR ZELLE<sup>®</sup> SHALL HAVE LIABILITY TO YOU FOR ANY TRANSFERS OF MONEY, INCLUDING WITHOUT LIMITATION, (I) ANY FAILURE, THROUGH NO FAULT OF US OR ZELLE<sup>®</sup> TO COMPLETE A TRANSACTION IN THE CORRECT AMOUNT, OR (II) ANY RELATED LOSSES OR DAMAGES. NEITHER WE NOR ZELLE<sup>®</sup> SHALL BE LIABLE FOR ANY TYPOS OR KEYSTROKE ERRORS THAT YOU MAY MAKE WHEN USING ZELLE<sup>®</sup>.

ZELLE<sup>®</sup> IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE<sup>®</sup> TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE<sup>®</sup> DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH ZELLE<sup>®</sup> (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).

## 10. Sending Money to Other Users

10.A. General

10.B. Sending Money; Debits by Participating Financial Institutions

10.C. Frequency of Transfer Transactions

10.D. Dollar Amount of Transfer Transactions for Sending Money

10.E. Transfer Transactions Subject to the Rules of the Funding Account

10.F. Transfer Transaction Descriptions

10.G. Failure or Rejection of Transfer Transactions

10.H. Authorization to Send Money and Suspense of Money

10.I. No Right to Cancel or Stop a Transfer Transaction

### 10.A. General

You may use Zelle<sup>®</sup> to perform Transfer Transactions.

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

You represent and warrant to us that:

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

### 10.B. Sending Money; Debits by Participating Financial Institutions

#### a. General Information

You may send money to another User at your initiation or in response to that User's request for money. For your protection, you should only send money to people and entities you know and trust. You understand that use of Zelle<sup>®</sup> by you shall at all times be subject to (i) the Zelle Terms, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Funding Account. You understand that when you send the payment, you will generally have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not

yet enrolled their email address or U.S. mobile phone number in Zelle®. If the person you sent money to has already enrolled with Zelle®, either in the separate Zelle® mobile app or with a Participating Financial Institution, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

#### b. Timing of Transfer Transactions

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money.

If you are sending money to someone who has not enrolled as a User with Zelle®, either in the separate Zelle® mobile app or with a Participating Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

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

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

#### 10.C. Frequency of Transfer Transactions

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number allowed by the rules governing the applicable accounts. We may from time to time, without notice, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of money you can send using Zelle®.

#### 10.D. Dollar Amount of Transfer Transactions for Sending Money

You may not send money in excess of the limits described below. The amount of money you can send will vary based on the type of Funding Account you use, your account and online banking history, your recipient, and the transaction history for each recipient. Transfers to established recipients from a Popular Bank Funding Account may be made up to a daily dollar limit of \$500 and a 30-day rolling dollar limit of \$15,000. Higher limits may apply. Please note the amount of money you can send a new recipient may be initially lower; however, we may adjust the sending limit when you send subsequent payments to the same recipient. For more details on applicable limits, log in to Zelle® on the Popular Bank mobile app.

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



We reserve the right to change the dollar amount of money you are permitted to send using Zelle<sup>®</sup> without prior notice to you, unless otherwise required by applicable law or regulation. For example, in the event that your use of Zelle<sup>®</sup> has been suspended and reinstated, you understand and agree that your use of Zelle<sup>®</sup> thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All sending limits are subject to temporary reductions to protect the security of customer accounts and/or Zelle<sup>®</sup>. Your sending limits may vary from those of other Users, depending upon criteria we establish.

#### 10.E. Transfer Transactions Subject to the Rules of the Funding Account

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

#### 10.F. Transfer Transaction Descriptions

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

#### 10.G. Failure or Rejection of Transfer Transactions

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Users, or of other financial institutions (including User's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving User does not enroll with Zelle<sup>®</sup>; or
- the receiving User does not enroll with Zelle<sup>®</sup> the specific email address or mobile phone number you have provided to us for them.

If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject your request to initiate the Transfer Transaction.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion and to the extent possible, accept

instructions from any User or from a User's Financial Institution to block your attempts to use Zelle® to initiate Transfer Transactions with that User or customers of that institution.

#### 10.H. Authorization to Send Money and Suspense of Money

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

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

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

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

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

#### 10.I. No Right to Cancel or Stop a Transfer Transaction

Transfer Transactions that have been processed cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any User to whom you send money through a Transfer Transaction, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 13 relating to EFTs for consumer accounts).

### **11. Receiving Money; Refunding Payments and Payment Disputes**

#### 11.A. Receiving Money

#### 11.B. Refunding Payments Made to You by Users

#### 11.C. Discharge of Obligations

## 11.A. Receiving Money

### a. General Information

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

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

### b. Timing of Transfer Transactions

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

In some cases, a User, who is a business or government agency, may send payments to you using the email address or mobile phone number that you enrolled. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both the Zelle Terms and the procedures of the business or government agency that is sending you the payment.

### c. Dollar amount of Transfer Transactions for Receiving Money

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

### d. Processing Transfer Transactions

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

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

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

- we are unable to establish that you are the intended recipient of the Transfer Transaction,
- you do not enroll with Zelle<sup>®</sup> the specific email address or mobile phone number the sending User has provided to us for you,

- we reasonably believe that completing the Transfer Transaction would violate any applicable law or regulation,
- the User sending the money has exceeded any of the sending limits established by the User's financial institution for Transfer Transactions,
- we are advised that either the Participating Financial Institution, the User initiating the Transfer Transaction, or the owner of the Funding Account, or from which the payment was made, has alleged that the Transfer Transaction was fraudulent or unauthorized.

#### 11.B. Refunding Payments Made to You by Users

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

#### 11.C. Discharge of Obligations

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

### **12. Requesting Money from Another User and Receiving a Request for Money**

#### 12.A. Requesting Money

#### 12.B. Receiving a Request for Money

#### 12.A. Requesting Money

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

- All requests for money must be delivered to an email address if a User has not enrolled a mobile phone number with us, Zelle<sup>®</sup> or a Participating Financial Institution.
- Users to whom you send payment requests may decline or ignore your request. Neither we nor Zelle<sup>®</sup> 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<sup>®</sup> accept responsibility if a User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle<sup>®</sup> may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. We have no obligation to advise you on whether or not the request has been received.
- You will not make or repeat a request for money to a User after you have received notice from any person that either:

- the User does not wish to receive a request for money from you, or
  - the User disputes or disclaims the obligation for which the request is made.
- You agree that you are not engaging in the business of debt collection by attempting to use Zelle® to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, Zelle®, its owners, directors, officers, agents, and Participating Financial Institutions, from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.
- You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.
- We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.
- To send and receive requests for money with a small business, both parties must be enrolled with Zelle® directly through their financial institution's online or mobile banking experience.

## 12.B. Receiving a Request for Money

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

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

## 13. Electronic Fund Transfer Provisions Applicable to Consumer Accounts

### 13.A. Applicability

### 13.B. Your Liability for Unauthorized Electronic Fund Transfers

13.C. In Case of Errors, Unauthorized Electronic Fund Transfers, or Questions

13.D. Documentation

13.E. Our Liability to You

13.A. Applicability

The provisions in this Section apply only to electronic fund transfers (EFTs) that debit or credit a consumer's checking, savings, or other asset account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act.

When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in the Zelle Terms but defined in Regulation E will have the meaning given in Regulation E.

13.B. Your Liability for Unauthorized Electronic Fund Transfers

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

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

If you notify us...

Within two Business Days after learning of the loss or theft.

Your liability won't exceed...

Lesser of \$50, OR the total amount of unauthorized EFTs that occur before notice to us.

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

If you notify us...

More than two Business Days after learning of the loss or theft of your Access Device up to 60 calendar days after we send you a statement showing the first unauthorized transfer made with Access Device.

Your liability won't exceed...

Lesser of \$500, OR the sum of:

a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND

b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.

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

If you notify us...

More than 60 calendar days after we send you a statement showing first unauthorized EFT made with Access Device.

Your liability won't exceed...

- For transfers occurring WITHIN the 60-calendar-day period: Lesser of \$500, OR the sum of: (a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND (b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.
- For transfers occurring AFTER the 60-calendar-day period, you may have unlimited liability, until you notify us.

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

If you notify us...

Within 60 calendar days after we send you a statement on which the unauthorized transfer first appears.

Your liability won't exceed...

No liability.

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

If you notify us...

More than 60 calendar days after we send you a statement on which the unauthorized transfer first appears.

Your liability won't exceed...

Unlimited liability for unauthorized EFTs occurring 60 calendar days after the statement and before notice to us.

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

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

### 13.C. In Case of Errors, Unauthorized Electronic Fund Transfers, or Questions

Here's how to notify us when you believe that an error, unauthorized EFT, or unauthorized transfer has been or may have been made:

- Phone. 1-800-377-0800, Monday through Friday 7:30am – 12:00am ET and Saturday-Sunday 9:00am-6:00pm EST.
- Paper Mail. Popular Bank, P.O. Box 4906, Miami Lakes, FL 33014.

To limit your liability for subsequent unauthorized transfers, or to report any other errors, we must hear from you no later than 60 calendar days after the date we send the first statement on which the problem or error appeared.

When contacting us about an error or with questions, please tell us:

- Your name and account number (if any).
- About the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
- The dollar amount and date of the suspected error.

If you report a problem by phone, we may ask you to submit your complaint or question in writing within 10 Business Days. We'll determine whether an error occurred within 10 Business Days after we hear from you and will promptly correct any error. If we need more time to conduct our investigation, we'll notify you of our need for an extension of up to 45 days. If we decide to do this, we'll provisionally credit your account within 10 Business Days for the amount you think is in error, so you can use the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and don't receive it within 10 Business Days, we may not provisionally credit your account.

For errors involving new accounts, our investigation may take up to 90 calendar days. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and you can ask for copies of the documents that we used in our investigation.

### 13.D. Documentation

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

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

### 13.E. Our Liability to You

If we do not complete a Transfer Transaction to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:



- Through no fault of ours, you do not have enough money in your account
  - to make the transfer,
  - Zelle<sup>®</sup> was not working properly and you knew about the breakdown when you started the transfer,
  - Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or
  - There is some other exception stated in any of our agreements with you.

#### **14. Transfer Transaction History**

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

#### **15. Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit money transfer instructions on your behalf. You understand that financial institutions receiving the money transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

#### **16. Miscellaneous**

Subject to the terms of the Zelle Terms, Zelle<sup>®</sup> is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle<sup>®</sup>'s control. Live customer service generally will be available Monday through Friday, excluding United States bank holidays.

#### **17. Additional Provisions from the Zelle Network<sup>®</sup>**

17.A. Disclaimer of Warranties

17.B. Limitation of Liability for Zelle<sup>®</sup>

17.C. Your Indemnification of Zelle<sup>®</sup>, Waiver of Class Action Rights, and Agreement to Arbitration

As a condition of your use of Zelle<sup>®</sup>, Zelle<sup>®</sup> requires you to agree to the following additional provisions.

17.A. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE<sup>®</sup> MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO ZELLE<sup>®</sup>. ZELLE<sup>®</sup> 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 ZELLE<sup>®</sup> DESCRIBED OR PROVIDED. ZELLE<sup>®</sup> DOES NOT WARRANT THAT ZELLE<sup>®</sup> WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. ZELLE<sup>®</sup> IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

#### 17.B. Limitation of Liability for Zelle<sup>®</sup>

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE<sup>®</sup>, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR PARTICIPATING FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY ZELLE<sup>®</sup>, (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ZELLE<sup>®</sup> DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO ZELLE<sup>®</sup> DESCRIBED OR PROVIDED, EVEN IF ZELLE<sup>®</sup> HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE<sup>®</sup> OR WITH THE TERMS OF THE ZELLE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING ZELLE<sup>®</sup>.

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

#### 17.C. Your Indemnification of Zelle<sup>®</sup>, Waiver of Class Action Rights, and Agreement to Arbitration

You acknowledge and agree that you are personally responsible for your conduct while using Zelle<sup>®</sup>, and except as otherwise provided in the Zelle Terms, you agree to indemnify, defend and hold harmless Zelle<sup>®</sup>, its owners, directors, officers, agents and Participating Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use Zelle<sup>®</sup>, or any violation by you of the terms of the Zelle Terms.

You further acknowledge and agree that for any claims or disputes that you assert against Zelle<sup>®</sup> and Early Warning Services, LLC, Zelle<sup>®</sup> and Early Warning Services, LLC are entitled to enforce the provisions in the Zelle Terms, Mobile Banking User Agreement and/or other agreement governing your Popular Bank account regarding arbitration and waiver of class action rights against you.

## **SECTION C – END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP**

To be Agreed to by End User Prior to Use of the Downloadable App

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider (“Licensor”) is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the “Software”).
2. **License.** Subject to the terms and conditions of this Mobile Banking User Agreement, you are hereby granted a limited, revocable, personal, and nonexclusive license to use the Software solely in accordance with the terms of this Mobile Banking User Agreement. All rights not expressly granted to you by this Mobile Banking User Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software. This Mobile Banking User Agreement and all licenses granted herein may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not, and you shall not authorize, assist, or enable anyone else to: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE

THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

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

7. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.