

ZELLE NETWORK TRANSFER SERVICE AGREEMENT

Last Updated: March 26, 2019

1. Overview of the Zelle Network Transfer Service Agreement

Franklin Synergy Bank (“we,” “us,” and “our”) works with the Zelle Network, operated by Early Warning Services, LLC (“EWS”) (and collectively the Zelle Network and EWS understood as, “Zelle”), to facilitate a convenient way for our customers and consumers (“you” and “your”) to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, understood as a “User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle Network Service”). Financial institutions that have partnered with Zelle are referred to as “Network Banks.” This Zelle Network Transfer Service Agreement (this “Zelle Transfer Agreement”) is made by and between you and us, and in accordance with our Online Banking Agreement, our Electronic Fund Transfer Agreement, and our Online Data Privacy Policy, each of which are each hereby incorporated by reference.

For purposes of clarity, you acknowledge that Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank. Nonetheless, Zelle may initiate communications to you regarding such transfers of money, whether by e-mail, phone call, or text message, as further outlined below.

2. Your Use of the Zelle Network Service and Our Rights to Suspend or Terminate

When you register to use the Zelle Network Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Network Service, you agree to the terms and conditions of this Zelle Transfer Agreement.

You represent that you are a customer of Franklin Synergy Bank and that you have an active, valid checking account with us. You acknowledge that we will not submit any transaction that you request, if you are not our customer.

You represent that you have the authority to authorize debits and credits to the registered bank account that you are connecting to the Zelle Network Service. You agree that you shall only use the Zelle Network Service for lawful purposes. You shall not use the Zelle Network Service to pay amounts owed to government entities. Additionally, you agree that you will not use the Zelle Network Service to:

- request, send, or receive money from anyone to whom you are obligated for tax payments;
- provide payments made pursuant to court orders (including court-ordered amounts for alimony or child support);
- pay fines;
- make payments to loan sharks;
- make payments for gambling debts;
- make payments otherwise prohibited by law;
- conduct any illegal activity (e.g., drugs, gambling, counterfeit goods);
- conduct any activity related to firearms, ammunition and other weapons;
- conduct communications or transactions related to sexually oriented activities or materials;

- conduct communications or transactions related to pornography;
- conduct communications or transactions related to materials that promote intolerance, violence or hate;
- undertake a Ponzi scheme;
- conduct transactions involving traveler's checks, money orders, equities, annuities, or currencies, including
- conduct transactions involving digital currencies, such as bitcoins;
- conduct transactions involving terrorist funding;
- engage in, or attempt to perpetrate, fraud; and
- engage in, or attempt to engage in, money laundering.

Furthermore, this Zelle Transfer Agreement, is intended for personal, not business or commercial, use. You agree that you will not use the Zelle Network Service, as made available under your Franklin Synergy Bank account, to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Zelle Network Service with your business account or to receive business or commercial payments.

We reserve the right to suspend or terminate your use of the Zelle Network Service if we believe that you are using the Zelle Network Service for business or commercial purposes, or for any unlawful purpose. You agree and acknowledge that our suspension or termination of your use of the Zelle Network Service shall be determined and decided in our sole, absolute discretion.

We further reserve the right to amend the terms and conditions of this Zelle Transfer Agreement at any time and for any reason, subject to our sole determination. We will provide notice that these terms have been amended, and if you continue to use the Zelle Network Service after we have so amended, you agree that your continued use shall constitute your binding acceptance to the updated terms and conditions, accordingly.

3. Registering for the Zelle Network Service

When you agree to this Zelle Transfer Agreement and you register to use the Zelle Network Service, you must provide an e-mail address that you regularly use and intend to use regularly, as well as a text-messaging enabled mobile phone number that you intend to use for an extended period of time. Additionally, once you have registered you may:

- (a) Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- (b) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

4. Consent to Communications: Consent to E-mails, Phone Calls, and Automated Text Messages

By participating as a User, you represent that you are the owner of the e-mail address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of

the owner of such e-mail address, mobile phone number, and/or other alias to send or receive money as described in this Zelle Transfer Agreement.

- You hereby consent to the receipt of e-mails from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks, or their agents, regarding the Zelle Network Services or related transfers between Network Banks and you.
- You hereby consent to the receipt of phone calls from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Network Services or related transfers between Network Banks and you.
- You hereby consent to the receipt of text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Network Services or related transfers between Network Banks and you.

Furthermore, you agree that we, Zelle, or either of our respective agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You also acknowledge and agree:

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

(b) You will immediately notify us if any e-mail address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.

(c) In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an e-mail address or mobile phone number, you represent that you have obtained the consent of the recipient of such e-mails or automated text messages to send such e-mails or text messages to the recipient. **You understand and agree that any e-mails or text messages that we send or that Zelle sends on your behalf may include your name.**

(d) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

(e) To cancel text messaging from us or from Zelle, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736, which will be received and processed by Zelle. You may also contact our customer service by calling 615-236-2265. You expressly consent to receipt of a text message to confirm your “STOP” request.

(f) Supported Carriers: [AT&T, Sprint, Verizon Wireless, T-Mobile, Virgin Mobile, etc.]

5. Sharing of Your Information to Process a Transfer; Transfer Rules for Your Account

Pursuant to your obligations under our Electronic Fund Transfers agreement, you agree and acknowledge that we may share with Zelle, and other Network Banks, your information, for the purpose of processing payment transactions in accordance with our necessary and customary processes and procedures. In particular, you acknowledge and hereby authorize each Network Bank, and Zelle, to share and/or use your e-mail address and telephone number associated with your account to process the transfer transaction.

You authorize Network Banks, and Zelle, to associate your e-mail address and telephone number with you and your account.

You recognize that you may receive an e-mail, a phone call, or a text message to confirm your transfer request. You recognize that you may receive an e-mail, a phone call, or a text message for any reason, as related to the Zelle Transfer Service.

For purposes of clarity, you agree that we may provide information about you to any Network Bank, and to Zelle, in order to communicate with, send funds to, or receive funds from, using the Zelle Transfer Service. The information we provide may include your name, address, telephone number, and e-mail address. **You irrevocably waive any provision of our U.S. Consumer Privacy Notice that would prevent us from providing this information in connection with any transfer transaction to which you are a party.**

Additionally, you recognize that all transfer transactions are subject to the rules and regulations governing your account. You acknowledge that transfer instructions relating to external accounts, as well as the transmission and issuance of data related to such instructions, shall be processed pursuant to the terms of this Zelle Transfer Agreement, the rules of the Automated Clearing House (“ACH”), the applicable automated clearing house, or other payment networks (collectively, the “Clearing House Rules”). For purposes of clarity, you agree to be bound by such Clearing House Rules as in effect from time to time. In accordance with such Clearing House Rules, any credit to an account shall be provisional until such credit has been finally settled by us or the third party institution that holds the account.

6. Receiving Money; Money Transfers by Network Banks

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, and the other Network Banks, either we or Zelle 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 delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle Transfer Agreement and the procedures of the business or government agency that is sending you the payment.

7. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Zelle Network Service by you shall at all times be subject to (a) this Zelle Transfer Agreement, and (b) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. **You understand that you may only send payments to parties whom you trust. You acknowledge that when you send the payment, you will have no ability to stop it, and once a payment is sent, it cannot be reversed.**

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, and the other Network Banks, 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 registered as a User with either *Zelle* or a Network Bank, the transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or to comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences. We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

8. Liability for the Zelle Network Service

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

Pending payments will be rejected by Zelle when notifications cannot be delivered to unknown recipients (“Undeliverable Payment”). For the sake of example, and in no way limiting the foregoing sentence, an Undeliverable Payment can occur when an unknown recipient has opted out of receiving notifications or when a text message notification cannot be delivered, pending payments will be rejected by Zelle. An Undeliverable Payment may take fourteen (14) to twenty (20) days to expire; however, you may request to cancel a pending payment during this same time period.

YOU AGREE AND ACKNOWLEDGE THAT WE SHALL HAVE NO LIABILITY TO YOU, WHATSOEVER, FOR YOUR USE OF THE ZELLE SERVICES IN ACCORDANCE WITH SECTION 15, BELOW. YOU FURTHER AGREE THAT NEITHER WE NOR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE NETWORK SERVICE.

9. Send Limits

The amount of money that you may transfer is limited according to Three Hundred U.S. Dollars and No Cents (\$300.00). You may not transfer more than Three Hundred U.S. Dollars and No Cents (\$300.00) in any given twenty-four (24) hour period. Additionally, you may be restricted from making transfers at any time and for any reason at our sole discretion. By way of example only, we may restrict your account if you request to change the e-mail address or the telephone number associated with your account, prior to our ability to verify the account change and your subsequent request to transfer funds. If your account is restricted, you may not transfer more than One Cent U.S. Dollars (\$0.01) in any given twenty-four (24) hour period

10. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we, nor Zelle, guarantee that you will receive money from other Users by sending a payment request. If a User ignores your request, either we or Zelle, in our respective sole discretion, may elect not to send a reminder or repeat request to that User.

By accepting this Zelle Transfer Agreement, you agree that you are not: (a) engaging in the business of debt collection by attempting to use the Zelle Network Service to request money for the payment or collection of an overdue or delinquent debt; (b) requesting money that is owed to another person; or (c) collecting any amounts that are owed pursuant to a court order.

You agree to receive money requests from other Users and to 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 neither we, nor Zelle, shall 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.

11. Transfer Liabilities; Unauthorized Transfers; Our Transfer Disclaimer

As outlined in Section 5, above, you agree that all transfer transactions are subject to the rules and regulations governing your account. You acknowledge that transfer instructions relating to external accounts, as well as the transmission and issuance of data related to such instructions, shall be processed pursuant to the terms of this Zelle Transfer Agreement and the rules of the Clearing House Rules. 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.

We do not make any representation or warranty that any particular requested transfer can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion timeframe for a transfer is only an estimate, and is not binding on us. You acknowledge that we have no control over the actions of other Network Banks or other financial institutions, any of which may prevent a transfer from being completed or may delay its completion.

(a) **Your Liability for Unauthorized Transfers.** Tell us at once if you believe your password has been lost or stolen, or if you believe that a fund transfer has been made without your permission using information from your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than Fifty U.S. Dollars and No Cents (\$50.00) if someone used your account without your permission. Also, if you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us within two (2) business days, you could lose as much as Five Hundred U.S. Dollars and No Cents (\$500.00). If your statement shows transfers that you did not make, tell us at once. **If you do not tell us within sixty (60) days after the statement was mailed to you, you may not recover any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us within sixty (60) days after the statement was mailed to you.** If you are the recipient of a fraudulent transaction initiated by a bank other than Franklin Synergy Bank, you will lose Zero Dollars and No Cents (\$0.00). Our contact information is as follows:

Phone: 615-236-2265
Address: Franklin Synergy Bank
722 Columbia Avenue
Franklin, TN 37064

(b) Our Transfer Disclaimer. If we do not complete a transfer to or from your account on time or in the correct amount, **in no event shall we be liable in the following circumstances:**

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit on your overdraft line of credit.
- If you were aware that the Zelle Network Service was not functioning properly at the time you initiated the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in this Zelle Transfer Agreement, or in other agreements that we have with you.

12. Fees

There is no fee for utilizing the Zelle Network Service, as offered under the terms of this Zelle Transfer Agreement through Franklin Synergy Bank.

13. Monitoring for Fraud; Approval, Denial, or Termination of Zelle Network Service; Termination of the Zelle Transfer Agreement

You agree and acknowledge that we may monitor any activity, associated with your use of the Zelle services, that we deem suspicious or unusual, and that we may flag, suspend, or terminate your Zelle account if it is suspected of any actions in connection with, or in association with, fraudulent acts or omissions.

We reserve the right, at all times and in our sole discretion, to approve or decline, your use of the Zelle Network Service. Additionally, we reserve the right to terminate your access to the Zelle Network Service. **LIKEWISE, WE RESERVE THE RIGHT TO TERMINATE THIS ZELLE TRANSFER AGREEMENT AT ANY TIME AND FOR ANY REASON, WHICH RIGHT SHALL BE EXERCISED IN OUR SOLE, ABSOLUTE DISCRETION.**

14. Disclaimer of Warranties

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

15. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS,

OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE NETWORK SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE AND/OR ZELLE HAS/HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE TRANSFER SERVICE OR WITH THE TERMS OF THIS ZELLE TRANSFER AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

16. Indemnification

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

17. Governing Law; Choice of Law; and Venue

This Zelle Transfer Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts sitting in Davidson County, Tennessee. The parties hereto irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each party by the federal and/or state courts sitting in Davidson County, Tennessee.

The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts sitting in Davidson County, Tennessee, and to the venue of any such suit, action, or proceeding brought in any such federal or state court sitting in Davidson County, Tennessee.

In the event it becomes necessary for either party to initiate litigation regarding the terms of, or enforceability of, this Zelle Transfer Agreement, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs and expenses (including legal fees) incurred in connection with such litigation.

18. Miscellaneous

(a) General Availability of the Zelle Network Service. Subject to the terms of this Zelle Transfer Agreement, the Zelle Network Services are generally available twenty-four (24) hours a day,

seven days a week with the exception of outages for maintenance and circumstances beyond our, or Zelle's, control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

(b) Usage of Zelle. If you have any questions regarding the usage of the Zelle mobile application, you may contact us by calling 615-236-2265, or by visiting our main branch at 722 Columbia Avenue, Franklin, TN 37064. You may also learn more about using the Zelle services by visiting <https://www.zellepay.com/how-it-works>.

(c) Complaints and Disputes. You may report to us any complaint or dispute that you have regarding your use of the Zelle Network Service by calling 615-236-2265, or by sending an e-mail to [**E-MAIL ADDRESS**]. Our customer service representative(s) will receive and review the relevant complaint or dispute information that you provide; however, pursuant to Section 8, above, you agree that we shall have no liability for your use of the Zelle services, including but not limited to, any transfer of money.

(d) Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver

(e) Severability. If any provision or clause of this Agreement as applied to either Party or to any circumstances, shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, said adjudication shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement.

(f) No Assignment. You may not assign your rights or delegate your duties under this Zelle Transfer Agreement without our prior, written consent. Any attempted assignment or delegation by you, without the required consent, is void.