

Send Money with Zelle®

Terms and Conditions

The following terms and conditions (the "Terms") govern Your use of the Morgan Stanley Smith Barney LLC Send Money with Zelle service ("P2P").

As used herein, the terms "We," "Us," "Our" and "MSSB" refer to Morgan Stanley Smith Barney LLC, and the terms "You," "Your" and "Yours" refer to you, the user of the P2P service. Unless otherwise stated in these Terms, capitalized terms used in these Terms have the meanings stated in the Electronic Services Agreement ("ESA") that applies to Your use of Morgan Stanley Online ("MS Online"), and in the Mobile Terms and Conditions ("Mobile Terms") that governs Your use of the Morgan Stanley App ("MS App"), as applicable.

You further understand and agree that these Terms supplement and are in addition to other terms and conditions or agreements to which You have agreed or entered into or will later agree or enter into, including, but not limited to, the ESA, the Mobile Terms, and the Client Agreement ("other agreements"). For purposes of the ESA and the Mobile Terms, (i) P2P shall be deemed to be a Service and (ii) all documents, disclosures, disclaimers and notices relating to P2P shall be deemed Electronic Communications or Mobile Communications, as applicable. Your consent to electronic delivery of communications shall apply to such Electronic Communications or Mobile Communications. If there are any conflicts between the other agreements and these Terms and Conditions with respect to the transfer of funds, these Terms and Conditions shall govern.

1. Description of Services

P2P is a service offered by MSSB that allows You to transfer money to a transferee with a U.S.-based account ("Recipient") using the Recipient's email address, mobile phone number or Zelle® tag. The Zelle Network® ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."

Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transferred by a Network Financial Institution.

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile; Consent

You understand and agree that (i) certain eligibility requirements may apply to participate in P2P (e.g., non-U.S. persons and/or certain account types may be prohibited or otherwise restricted from utilizing P2P); (ii) MSSB has the right, in its sole discretion, to restrict or otherwise prohibit Your use of P2P; and (iii) MSSB may in its sole discretion modify P2P, which may include, without limitation, limiting and/or expanding any of the functionalities relating to the P2P service.

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

By registering to use P2P, You are representing to us that You are at least 18 years of age, the owner, or have the authority to act on behalf of the owner, of the mobile phone number and/or email address You are using to send or receive messages regarding money transfers and requests for money, and You have the authority to authorize debits and credits to the registered Account(s).

We reserve the right to request additional information from You if We have concerns about fraud or security, and You acknowledge that We may cancel or suspend a transaction if We do not receive, or are not confident in, the information You provide.

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

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

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

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

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags you may use. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

To unenroll in P2P, You may call our Client Service Center at 1 (888) 454-3965 or, if You are calling from outside the U.S., at 1 (801) 617-9150.

3. Use of Agent Banks

You acknowledge that MSSB maintains arrangements with JP Morgan Chase Bank, N.A. and UMB Bank, N.A., as NACHA-participating depository financial institutions, for the processing of P2P transactions made by MSSB customers on *Zelle*.

4. Privacy and Information Security

Through the P2P service, Your Account information may be accessed by the operator of *Zelle* and any other applicable third-party service provider (collectively, "Service Providers") authorized to service, support, administer, review or regulate your transactions and other services and business relationships with us in connection with the P2P service.

Additionally, we will disclose information to third parties about Your Account or the P2P transfers You make (i) where it is necessary to complete a P2P transaction; (ii) as necessary in connection with offering the P2P service; (iii) in order to comply with government agency or court orders; (iv) if You give us Your written permission; or (v) as otherwise disclosed in our Online Privacy Policy.

5. Consent to Emails and Automated Text Messages; Wireless Operator Data

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a Contact Method for a *Zelle*® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. If You choose to stop receiving P2P-related texts, then You may follow the opt-out instructions contained in the text message.

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

6. Enrolling for the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money”.

If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

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

If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.

7. Sending Payments; Debits by Network Financial Institutions

- a. General. You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust. ***Please make sure You accurately enter the Recipient’s email address or mobile phone number since Your obligation to pay for the transfer will not be excused by an error in the information You enter.***

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

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

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

- b. Transaction Limits. The total dollar amount of transfers You may make out of Your Accounts using P2P on each day or during any consecutive 30-day period shall not exceed the following amounts, based on the length of time your Account is open and value of assets in your Account Linked Group:
- If your account is open for less than 90 days, daily limit: \$1,000 and consecutive 30 day limit: \$4,000.
 - If your account is open for more than 90 days and assets in your household* are up to \$1,000,000, daily limit: \$2,500 and consecutive 30 day limit: \$10,000.
 - If your account is open for more than 90 days and assets in your household* are greater than \$1,000,000, daily limit: \$5,000 and consecutive 30 day limit: \$20,000.

These limits are for the benefit of MSSB. We may permit exceptions to these limits in our discretion. For security reasons or to protect Your Account(s) or MSSB, additional limits may be imposed from time-to-time.

* Excludes liabilities.

- c. Authorization. You authorize MSSB to withdraw, debit or charge the necessary funds from Your designated Account in order to complete all of Your P2P transfers. You agree that You will instruct Us to make a withdrawal only when a sufficient balance is available in Your designated Account at the time of the withdrawal. The completion of a transfer is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, MSSB may refuse to complete the transaction. MSSB does not have any obligation to inform You if We do not complete a payment or transfer because there are non-sufficient funds in Your account to process the transaction.

8. Receiving Payments; Money Transfers by Network Financial Institutions

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

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

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

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

9. Cancelling Payments

You understand that Your ability to cancel a P2P transaction is extremely limited, and may not be available at all. You only have the ability to cancel a payment sent via Zelle if You cancel the transaction while it is in a "pending" state. Otherwise, You will have no ability to stop the transaction once it is initiated. You acknowledge that MSSB does not have any liability for transactions that cannot be cancelled once initiated.

10. Settlement of Payments

Transfer instructions related to any P2P payment, and the transmission of data related to such instructions, shall be received pursuant to these Terms, the ESA, the Mobile Terms, the NACHA rules, and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules"), and you agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until such credit has been finally settled by us or the third party institution which holds the account.

11. Requesting Payments

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

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

12. Fees

There is no fee for sending or receiving a transfer under P2P. Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees.

13. Our Liability

We will use reasonable efforts to carry out Your instructions for P2P transfers. If We do not complete a transfer from Your Account on time or in the correct amount according to these Terms, We will be liable for Your losses or damages to the extent required by applicable law. However, there are some exceptions. We will not be liable, for instance:

- d. If, through no fault of Ours, You do not have enough funds in Your Account to complete the transfer or the transfer would exceed the credit limit of any line of credit or overdraft associated with Your Account;
- e. If the P2P service is not working properly and You know or have been advised about the malfunction before You execute the transfer;
- f. If You have not provided Us with Your correct Account information, or an applicable phone number or emails for the Recipient (including, but not limited to, for reasons of typos or keystroke errors that You may have made);
- g. If circumstances beyond Our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transfer;
- h. If the failure to complete a transfer from Your Account on time or in the correct amount was due to a failure of third party systems, including, but not limited to, those of *Zelle*, Early Warning, the Network Institutions or other participants in *Zelle*;
- i. If the failure to complete a transfer on time or in the correct amount was caused by actions We have taken to address the security of Our systems or Our customers' information;
- j. If the transfer or related funds are subject to legal or other regulatory encumbrance or other process preventing or restricting the transfer;
- k. If We revoked or suspended Your Account for inactivity or other reason in Our discretion;
- l. If the transfer appears suspicious, fraudulent or unauthorized, and We cannot confirm that it is a legitimate transfer, or if the Payment is (or appears to be) prohibited by law or any payment system rules (including, but not limited to, the operating rules of *Zelle*); or
- m. If You failed to follow the instructions for use of P2P.

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

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

14. Error Resolution

In case of errors or questions about any transfers or other transaction using P2P, please call our Client Service Center at 1 (888) 454-3965, or if You are calling from outside the U.S. call 1 (801) 617-9150, as soon as You can. If You think Your statement is wrong or if You need more information about a transaction listed on the statement, We must hear from You no later than sixty (60) calendar days after We sent the FIRST statement on which the problem or error appeared.

When You contact Us regarding any errors or questions about any transfer or other transaction using P2P, please:

- Tell Us Your name and Account number.
- Describe the error or the transaction You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- Tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within ten (10) Business Days. For purposes of these Terms, "Business Day" means Monday through Friday, provided that

holidays (including bank holidays and holidays when the New York Stock Exchange is closed) are not included.

We will determine whether an error occurred within ten (10) Business Days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to forty-five (45) calendar days to investigate Your complaint or question. If We decide to do this, We will provisionally credit Your Account within ten (10) Business Days for the amount You think is in error, so that You will have the use of 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 We do not receive it within ten (10) Business Days, We may not credit Your Account.

For errors involving new Accounts, we may take up to ninety (90) calendar days to investigate Your complaint or question. For new Accounts, We may take up to twenty (20) Business Days to credit Your Account for the amount You think is in error.

We will tell You the results within three (3) Business Days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask Us for copies of the documents that We used in Our investigation.

15. Unauthorized Payments

Please notify Us immediately upon learning or suspecting that any unauthorized party has obtained Your password(s) or other means to access Your Account. Telephoning (at the numbers listed in the section below entitled "Contact Information") is the best way of keeping Your possible losses down. You could lose all the money in Your Account (plus Your maximum line of credit and overdraft). If You tell Us within two (2) Business Days after You learn of the loss or theft of Your password or other means to access Your Account, You can lose no more than \$50 if someone used P2P without Your permission. If You do NOT tell Us within two (2) Business Days after You learn of the loss or theft of Your password(s) or other means to access Your Account, and We can prove We could have stopped someone from using Your password(s) or other means to access Your Account without Your permission if You had told Us, You could lose as much as \$500.

Please notify Us immediately if Your statement shows transfers that You did not schedule or make. If You do not tell Us within sixty (60) calendar days after the statement was mailed to You, You may not get back any money You lost after the sixty (60) calendar days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a good reason (such as a long trip or a hospital stay) kept You from telling Us, We will extend the time periods.

16. Contact Information

If You believe there has been unauthorized activity on Your Account, or You learn or suspect that any unauthorized party has obtained Your passwords, or You need to contact Customer Service for any other reason, please call Our Client Service Center at 1 (888) 454-3965 or if You are calling from outside the U.S. call 1 (801) 617-9150. You can also write to us at: Morgan Stanley, [Client Correspondence Department, PO Box 95002, South Jordan, UT 84095.]

17. Periodic Statements

You will receive a monthly Account statement (unless there is no activity in Your Account in a particular month) that shows your activity under the P2P service. In any case You will get the statement at least quarterly.

18. Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF P2P AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE P2P SERVICE OR *Zelle* IS AT YOUR SOLE RISK. THE P2P SERVICE IS

PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, WE (INCLUDING OUR AFFILIATES) AND OUR SERVICES PROVIDER(S) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM P2P OR *Zelle*, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF US, INCLUDING OUR AFFILIATES WARRANTS THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EACH OF US, INCLUDING OUR AFFILIATES EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUSES, IS GIVEN BY US, INCLUDING OUR AFFILIATES IN CONJUNCTION WITH THE INFORMATION, MATERIALS, PRODUCTS OR SERVICES AVAILABLE THROUGH USE OF THIS SITE. WE AND OUR SERVICES PROVIDER(S) MAKE NO WARRANTY THAT (i) THE P2P SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE P2P SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE P2P SERVICE WILL BE ACCURATE OR RELIABLE, (iv) USE OF THE P2P SERVICE AND THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE P2P SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE P2P SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR SERVICE PROVIDER(S) OR THROUGH OR FROM THE P2P SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to You.

TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

19. Limitation of Liability

EXCEPT AS OTHERWISE REQUIRED UNDER SECTION 13 OF THESE TERMS, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY, AND YOU AGREE THAT NEITHER WE (INCLUDING OUR AFFILIATES) NOR OUR SERVICE PROVIDER(S) OR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY HARM, OFTEN KNOWN AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE OR OUR SERVICE PROVIDER(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR ARISING IN ANY WAY OUT OF: (i) THE USE OR THE INABILITY TO USE THE P2P SERVICE AND/OR THE INSTALLATION, USE, OR MAINTENANCE OF THE P2P SERVICE OR ANY RELATED EQUIPMENT OR SOFTWARE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE P2P SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE USING THE P2P SERVICE OR ON *Zelle*; (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF

ANY THIRD-PARTY SITE, EVEN IF THE PROVIDER OF SUCH THIRD-PARTY SITE HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; (vi) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to You.

20. Indemnification

You acknowledge and agree that You are personally responsible for Your conduct while using P2P, and except as otherwise provided in these Terms, You agree to indemnify, defend and hold harmless MSSB or its affiliates, subsidiaries, or controlling entities or their third-party vendors, contractors, technology or content providers (including, but not limited to, *Zelle*) or their respective officers, directors, owners, agents, and employees, and the Network Institutions from and against all losses, liabilities, judgments, arbitration awards, settlements, expenses, damages and costs, including attorneys' fees and disbursements, as incurred by any of them from or arising out of your use, misuse, errors, or inability to use P2P, or any violation by You of these Terms. You shall cooperate with Us as fully as reasonably required in the defense of any third-party claim subject to these indemnity provisions. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not in any event settle such a matter without Our prior written consent.

21. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle.

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

22. Service Changes and Discontinuation

We reserve the right to change or discontinue, temporarily or permanently, the Services at any time without notice to you. In order to maintain the security and integrity of the Services we may also suspend your access to the Services at any time without notice. In addition, we may discontinue the provision of the Services to you, or may refuse to process a transaction requested by you in connection with the Services for any reason including but not limited to, if we are unable to validate any registration or transaction information provided by you, or if we believe that providing the Services or completing the requested transaction may expose us to a risk of loss or violation of applicable law. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Services.

23. Modification of Terms

These Terms may be modified or updated from time to time by us without prior notice to you. Upon any material change to the Terms, at our sole discretion we will notify you by electronic mail, or by a link to or by posting of the new or different Terms on MS Online or via the MS App. If you continue to use P2P after such modification or update, your continued use of P2P constitutes acceptance of the changes and an agreement to be bound by the Terms, as amended. If you do not agree to the changes, you agree to discontinue your use of P2P.

24. Governing Law and Disputes

The governing law and dispute provisions of the ESA shall apply these Terms.