

**Attention users who have previously accepted these Terms of Service.** To help expedite your review and acceptance of the revised Terms of Service, below is a summary of what has changed since the last update on October 1, 2022. *New users accepting for the first time must review the full Terms of Service.*

- **IV. BILL PAYMENT**

- Section D. Payment Guarantee, Paragraph #1 – Submission of a same-day bill payment now has a 6:00 p.m. ET deadline.
- Section E. Deleting or Modifying Payments – A same-day bill payment cancellation now has an 8:45 p.m. ET deadline.

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## **I. GENERAL**

This Banking Online Agreement (the “Agreement”) governs your use of First Horizon’s Digital Banking (the “Service”) available to you online or by mobile phone or other supported wireless devices. By subscribing to the Service or using the Service, you agree that you have complied with online instructions in accessing the Service, and that you will be bound by the terms of this entire Agreement. Please read this Agreement carefully and keep a copy for your records.

In this Agreement, “you” or “your” refers to the person(s) subscribing to or using the Service; “we,” “us” or “our” refers to First Horizon Bank, and any agent, independent contractor, designee, or assignee First Horizon may, in its sole discretion, involve in the provision of the Service.

- A. The Service.** This Agreement applies whether accessing your accounts through the internet, a mobile device, or other software. Additional terms and conditions that apply to the Mobile Banking services that we may provide to you are described in Section V of this Agreement. Additional terms and conditions that apply to the Zelle Service that we may provide to you are described in Section VIII of this Agreement. You can check the balance in your designated First Horizon accounts (the “Accounts”), request transfer(s) of funds between eligible Accounts, and request payments to designated third parties (“Payees”) and other services as described in this Agreement. The Service will automatically link your Accounts to your online profile, including any Account for which you are the owner or co-owner, and certain types of Custodial Accounts as described in Section I.B. Any of your Accounts with a requirement of verifying two or more signatures on checks, if such a requirement exists, does not apply to electronic transfers, including online bill payments using the Service, and we are released from liability when making such transfers or payments. This means that you or anyone else authorized on the Account accessing the Service shall be authorized to individually make electronic transfers, including online payments, even though the authority to transfer funds from an account by some other means (e.g., by check) must be exercised jointly with one or more other persons. You may hide any of your linked Accounts from your online profile at your discretion.
- B. Custodial Accounts.** For any eligible Custodial Accounts linked to your Digital Banking profile, you agree, acknowledge, and assume all responsibilities as custodian under any applicable laws and regulations. You will not access the Custodial Account, transfer funds into or out of the account or use the account for any reason other than for the benefit of the person over whom you have custody pursuant to your responsibilities as custodian. You release and hold us harmless from any liability for any use or transactions made on the account through the Service that are in violation of these terms and conditions and this Agreement.
- C. Systems Requirements.** For Digital Banking, you must have access to a device with internet access and one of the latest versions of a 128-bit encrypted browser such as Microsoft Edge, Chrome, Firefox, or Safari. Note: Other modern browsers may work but are not supported. For Microsoft Money or Intuit’s Quicken, see systems requirements included with the software package.
- D. Internet Gambling; Illegal Transactions.** We may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use the Service or any of your Accounts for any illegal activity. You agree that use of the Service or your Account for illegal activity will be deemed an action of default and/or breach of contract and, in such event, the Service and/or any of your Accounts may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use.
- E. Your Password.** You will be asked to choose an alpha-numeric password which you will use to obtain access to Digital Banking. You should not use your debit card personal identification number (“PIN”) as your password. You authorize us to follow any instructions entered through the Service using your password. Because your password can be used to obtain information and access money in your Accounts, you should treat your password with the same degree of care and secrecy that you use to protect your PIN or other sensitive personal financial data. You agree not to give your password, or make it available, to any person not authorized to access your Accounts.

- F. Our Liability for Failure to Complete Transactions.** We will process and complete all transfers (to and from eligible Accounts) properly initiated through the Service in accordance with the online or mobile instructions or Zelle Service instructions provided within Digital Banking and the terms of this Agreement. If we do not complete a transfer to or from your Account on time or in the correct amount in accordance with online or mobile instructions or Zelle Service instructions provided with Digital Banking and under the terms of this Agreement, our liability for your losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special, or exemplary damages. Further, we will not be liable if:
1. Through no fault of ours, you do not have enough money in your Account to make the transfer or payment.
  2. The Service, your PC, internet connection or mobile device is not working properly, and you knew about the malfunction when you started the transfer or payment.
  3. A Payee or User (as defined in Section VIII of this Agreement) mishandles or delays handling payments sent by us.
  4. You have not provided us with the correct Payee name, address, Account information or payment amount or the correct User email address or mobile telephone number.
  5. Circumstances beyond our control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
  6. We determine that the transaction is related to internet gambling or to some illegal activity as set forth in Section I.D.
  7. If the funds in the Account are subject to legal process or other encumbrance restricting such transfer.
  8. If there is an allegation of fraudulent activity concerning the Account.
  9. If other rules, regulation, or agreement of ours so provide.

- G. Alerts and Verification Codes.** In connection with the Service, we will provide alerts to you. Some of these alerts are optional and can be managed by you by visiting the Alert Settings tab. Some are provided for security reasons and cannot be turned off by you. You agree that these alerts are in addition to and not a replacement for services received by you under the Bank Depositor Agreement or any other special account services agreements you have entered with us. You acknowledge that these alerts are provided as a convenience to you and agree that we shall have no liability to you for any delay in or failure to provide an alert, any inaccuracy in an alert, or any interception of an alert by an unauthorized person or entity.

First Horizon uses verification or security codes for enhanced authentication purposes to confirm that someone attempting certain actions is authorized to make the change. To change your delivery preferences for verification/security codes, go to My Profile and click on Personal. Review the contact methods shown as "Use for Verification." Click on "Edit Contact" to add or update your selections. You acknowledge that receiving an unexpected verification/security code or one that you did nothing to trigger, as well as certain alerts that your actions did not trigger, may indicate your online credentials have been compromised and that you should change your credentials or call Client Services immediately.

- H. Mobile Numbers.** If you choose to include a mobile device phone number in your application for the Service, you are representing and warranting that you are the mobile device account number holder or that you have authority from such account holder to use the mobile number in connection with the Service. Further, you are consenting to receive alerts, verification or security codes, and other communications from us by pre-recorded artificial voice messages, phone call or text message to that number. Text or data charges may be imposed by your carrier.

You agree to notify us of a change to your mobile number by changing the mobile number on your My Profile page or by calling Client Services. Further, you understand that if you do not want to receive any communications from us to your mobile number, you will remove the mobile number from your My Profile page or by calling Client Services.

- I. Statements.** All your payments and funds transfers made through the Service will appear on your monthly Account statement(s). The Payee or Username, payment amount, and Transaction Date will be reflected for each payment made through the Service. You can choose to receive statements and other communications electronically instead of in paper form. When a statement or document is delivered online, we send an email to alert you that it is available for viewing. To begin receiving electronic statements, you must consent to the terms of the Electronic Delivery Disclosure Notice.
- J. Fees.** Your fees are as listed in the fee schedule of your Bank Depositor Agreement, as modified from time to time. We will notify you of any changes.
- K. Equipment.** We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or (iii) any defect or malfunction of your PC, internet connection device or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement.

**L. Business Days/Hours of Operation.** Our business days are Monday through Friday, except bank holidays. The Service is available 24 hours a day, seven days a week for the scheduling, modification, or review of payment orders and for funds transfers and balance inquiries, except during maintenance periods.

**M. Notice of Your Rights and Liabilities.**

**1. Consumer Accounts.** This subsection applies only to Accounts that are established primarily for personal, family or household purposes. Tell us AT ONCE if you believe that your password has been lost, stolen, or compromised. Otherwise, you could lose all the money in your Accounts accessed by the password. Telephoning is the best and fastest way of keeping your possible losses down.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

Client Services - 800-382-5465

or write to:

First Horizon Bank

Online Financial Services

P. O. Box 84

Memphis, TN 38101-9979

If you tell us within two (2) business days after you discover that your password has been lost or stolen, you will have zero liability if someone used your password 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, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 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 hospital stay) prevented you from telling us, we will extend the time periods.

**2. Business Accounts.** You agree to tell us of any unauthorized transactions, or the loss or compromise of your password, within two (2) business days of discovery. You may call your account officer or use the numbers listed in subsection (1) above. If you do not notify us in two business days, we will not be responsible for unauthorized transactions that we could have prevented had you provided timely notice. In no event may you assert an unauthorized transfer claim against us more than 14 days after the record of such transfer became available online for access through your PC, whether or not such information was accessed.

**N. Errors and Questions.** In case of errors or questions about your electronic transfers or payments, you should telephone Client Services at 800-382-5465.

We must hear from you no later than sixty (60) days after you received the FIRST statement or notification on any of your devices in which a problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will tell you the results of our investigation 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) days to investigate your complaint or question. If we decide to do this, we will provisionally re-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 do not receive it within ten (10) business days, we may not re-credit your account. For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

- O. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Accounts or the transactions you make:
1. Where it is necessary for completing a transaction; or
  2. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
  3. In order to comply with a governmental agency or court orders; or
  4. If you give us your written permission; or
  5. To our affiliates or for purposes of offering or providing you other products or services; and
  6. In accordance with our Privacy Notice and Internet Privacy Notice.
- P. Termination.** You may terminate your use of the Service at any time by calling Client Services at 800-382-5465, or write to: First Horizon Bank, Online Financial Services, P.O. Box 84, Memphis, TN, 38101-9979. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Transaction Date within this ten-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments with Transaction Dates during the ten (10) days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Accounts are closed, or access to your Accounts is restricted, for any reason. If you would like to transfer the Service to a different Account with us, you must provide ten (10) business days' advance written notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.
- Q. Limitation of Liability.** Except as otherwise provided in this Agreement, we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the Service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of the Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.
- R. Software.** The software programs providing the Services are provided "as is." We disclaim all warranties whatsoever concerning the software, specifically including without limitation any warranty of fitness for a particular use or warranty of merchantability. The software contains trade secrets in its human perceivable form and, to protect them, you may not modify, translate, reverse engineer, decompile, disassemble, or otherwise reduce the software to human perceivable form. You may not create derivative works based on the software or remove any proprietary notices, labels or marks on the software or accompanying documentation. You agree not to transfer or otherwise sublicense the right to use the Services, attempt to copy or otherwise reproduce the Service; attempt to access or decompile, reverse engineer or otherwise derive the source code for the Service, resell or use the Service for the benefit of any other entity other than you, or alter, remove or fail to include any copyright notice or other proprietary rights notices that appear on any interfaces related to the Service or authorized reproductions thereof.
- S. Internet Privacy Notice.** Our Internet Privacy Notice applies to your use of our website and our mobile device applications and supplements this Agreement. In the event of a conflict between the Internet Privacy Notice and this Agreement, the terms of the Notice shall govern the matter. To the extent any information collected is "nonpublic personal information" as defined by the Gramm-Leach-Bliley Act of 1999 and applicable regulations (as amended from time to time), the Privacy Notice for Customers of First Horizon and the First Horizon Family of Companies (Privacy Notice) will apply to our use of such information.
- T. Entire Agreement.** This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements the Bank Depositor Agreement related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our associates or agents, this Agreement shall control.
- U. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Tennessee, without regard to any state's conflicts of laws or provisions.
- V. Amendments.** We may amend or change any of the terms and conditions of this Agreement under the same terms and conditions as we may make changes to the Bank Depositor Agreement governing your accounts. Your continued use of the Service after being informed of any changes constitutes your acceptance of such changes.
- W. Severability.** The same severability provisions, which are set forth in the Bank Depositor Agreement, shall also apply to this Agreement.

- X. Money Movement Limits.** We reserve the right to adjust limits or remove permissions for Money Movement actions, including External (A2A) Transfers, Bill Pay, and Zelle, at any time. We may limit the number of transactions and/or impose a dollar amount limit on transactions without notice to you. The limits on the frequency and dollar amount of money movement transactions are to protect you and First Horizon Bank from fraud and misuse.

## II. ACCOUNT AGGREGATION

- A. The Account Aggregation Service (“Aggregation Service”).** The Aggregation Service enables you to bring together, in one convenient location, as many of your accounts and financial relationships you wish. In order to provide the Aggregation Service, we will ask you to provide information needed to access your Aggregated Accounts. We will use this information to carry out your instructions. All of your personal and financial information will be placed on a secure portion of the Service website. The Service does not use any persistent “cookies” on the browser to store any personal information.
- B. Account Information from Third-Party Sites.** You understand and agree that, in order to provide the Aggregation Service, it is necessary for us to access third-party websites and databases containing information regarding your accounts and financial relationships as designated by you (“Aggregated Accounts”), on your behalf, to retrieve information (account details, balances and transaction history, hereafter referred to as “Content”), as requested or authorized by you. By using the Aggregation Service, you agree to authorize us to access such Aggregated Accounts to retrieve such Content as requested or authorized by you, or for any other purpose authorized by this Agreement. **YOU UNDERSTAND AND AGREE THAT WE MAY USE SUCH CONTENT IN ACCORDANCE WITH OUR PRIVACY POLICY.** You warrant and represent that the information you are providing us with is true, correct, and complete. You represent and warrant to us that you have the right to authorize and permit us access to your Aggregated Accounts, and you assure us that by disclosing the information to us and by authorizing us to use such information to access your Aggregated Accounts, you are not violating any third-party rights. You hereby authorize and permit us to use Content and other information submitted by you to us (such as account passwords and usernames) to accomplish these purposes and to configure the Aggregation Service to be compatible with the Aggregated Accounts.
- C. Rights You Grant to Us.** For as long as you are using the Aggregation Service, 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 resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Aggregated Accounts and retrieve Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Aggregation Service, as fully to all intents and purposes as you might or could do in person. Once we have actual knowledge that you wish to cease using the Aggregation Service as provided in this Agreement or as otherwise permitted in this Agreement and we have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked, provided that any act done by us in good faith before we have actual knowledge of termination by you shall be deemed to be authorized by you.
- D. Third-Party Links.** The Aggregation Service may contain links to other websites (“Linked Sites”). Such links are provided solely as a convenience to you. While we will attempt to select and provide links to Linked Sites that we believe may be of interest to our customers, we do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that we are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites for your use of them.
- E. Access.** Your access and use of the Aggregations Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair or other actions that we may elect to take. We are not responsible for technical difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions on Aggregated Account sites. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. For example, when displayed through the Aggregation Service, Content is only as fresh as the time shown, which reflects when the information is obtained from such Aggregated Account sites. Such information may be more up to date when obtained directly from the relevant sites. You can refresh your Content through the Aggregation Service, in the manner described in the associated instructions.
- F. Unsubscribing.** If you remove or delete all previously aggregated accounts from your online banking profile, we automatically unsubscribe you from the Account Aggregation Service. First Horizon Bank reserves the right to unsubscribe you from the Service without notice when certain other conditions are met. Specifically, when your online banking profile becomes closed or inactive for more than 180 days, or after 180 days passes with no updates to any aggregated accounts on your profile, we reserve the right to unsubscribe you from the Service.

### III. EXTERNAL ACCOUNT TRANSFERS (“A2A SERVICE”)

- A. The External Account Transfer Service.** The A2A Service enables you to make transfers to and from your accounts at other financial institutions, also referred to as an External Account. We reserve the right to limit your use of the A2A Service for only a funds transfer service to your External Accounts. You may choose to add any of the bank accounts which you would like to use for the A2A Service, including any Aggregated Accounts. All accounts must be with financial institutions in the United States. No international transactions are supported through the service. Not all Accounts are available for the transfer service, for example, retirement, business, or corporate Accounts. You must check with your external financial institution to verify their ability to participate in electronic funds transfer service. We may decline the use of any External Account that we believe may present a risk to you and/or us.
- B. Authority to Add External Accounts.** When adding an External Account, you represent and warrant that you are owner of and have the right to access, use and authorize us to use the account for information and funds transfer purposes as defined in the A2A Service. If any of your External Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with the A2A Service. If you do not give such consent, you should not use that External Account, and we will terminate your use of the A2A Service if we are notified of such situation. If you close any of your External Accounts, you are responsible to remove it as an account eligible for the A2A Service to avoid any transaction failure and possible charges related to a failed transaction. The representations and warranties will remain in full force and effect even if this Agreement terminates for any reason.
- C. Confirming Control of Your Accounts.** You authorize us to access your External Account as needed to provide the A2A Service. Upon adding an account, you authorize us to make small deposits and withdrawals to the bank account to confirm your control of the External Account. The withdrawal amounts will never be greater than the sum of the two deposit amounts. You agree to verify online the amounts of such deposits. The External Account will be activated for use with the A2A Transfer Service upon online verification of the amount of the small deposits. We may also verify your control of the External Account by requiring you to submit proof of ownership of the External Account(s).
- D. Transfers.** Upon your request, we will make electronic transfers to or from your External Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this service constitute your written authorization for such transfers. You grant us a limited power of attorney to access your External Accounts and take whatever actions necessary, including, but not limited to, transfer of funds to provide the services under the A2A Service. Typical time to send or receive money using the A2A Service, after initial micro-verification is satisfied, is 0 – 3 business days. Your specific transaction time may vary from this, and we do not guarantee any specific turnaround time for transfers. You should check your Accounts to see debit or credit of the amounts to confirm the status of funds. We may at any time decline a funds transfer that we believe may violate applicable law. We reserve the right to suspend your right to use the A2A Service, immediately and without prior notice, if we incur a problem with your use of the A2A Service. See I. General Section X for information on limits adjustments.
- E. Canceling Transfers.** You may not be able to cancel a transaction once you submit it. We are not responsible for money sent to unintended recipients because you provided or selected incorrect information. You acknowledge that once the recipient has access to the money, it is nonreversible and nonrefundable.

### IV. BILL PAYMENT

- A. The Bill Payment Service.** You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that has an address we can verify. You may also make payments through the Service to individuals, family, or friends for non-business purposes.

Payments may be made only to Payees with a U.S. payment address. You may not make a payment of alimony, child support, taxes, or other governmental fees or court-directed payments through the Service. We do not recommend using online bill payment services to fund brokerage or investment services. Loan payments, other than the amount due, cannot be designated as principal, interest, or payoff. We may impose a dollar amount limit on bill payment transactions. See I. General Section X for information on limits adjustments.

- B. Your Personal Payee List.** You must provide sufficient information about each Payee (“Payee Information”), as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account (“Payee Account”) to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payee Account number. You can enter your Payee Information using “Bill Pay Online.” Additions, deletions, and modifications to Payee Information are also entered using “Bill Pay Online.” From time to time, we may set or change the number of Payees you may designate to receive payments through the Service.
- C. Delivery of Your Payments.** You may schedule payments to be initiated on the day that you enter the payment information, on a future date, or on a recurring schedule, subject to the restrictions in this Agreement. Although you can enter payment information through

the Service 24 hours a day, 7 days a week, payments can be “initiated” on any day. The date on which a payment is to be “initiated” is the date on which funds are to be deducted from your Account. This date is referred to in this Agreement as the “Transaction Date.” If your recurring payment date does not exist in a particular month (for example, February 30), your payment will be initiated by the last day of that month, if a business day, or the following business day of that month. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check drawn on an account we maintain for this purpose, by electronic funds transfer, or by other means. For each payee you designate to receive a payment through the Service, the payment method, either check or electronic funds transfer, alerts you to how the payment will be sent. Because of the time it takes to transmit your payment to your Payees, they generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a Same Day Payment, a Future Payment, or a Recurring Payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Transaction Date for each payment sent by electronic funds transfer must be at least 1, 2 or 3 business days as specified in the Payee details in the online/mobile banking system prior to the date your payment is due (payee lead times may vary), excluding any applicable grace periods (the “Electronic Transfer Due Date”) and for each payment sent by check at least 8 business days as specified in the Payee details in the online/mobile banking system prior to the date your payment is due, excluding any applicable grace periods (the “Check Due Date”); the Electronic Transfer Due Date and the Check Due Date are collectively referred to as the “Due Date”). We will not be responsible for any loss you may incur as a consequence of late payment if you do not follow the bill pay rules stated above.

- D. Payment Guarantee.** In addition to our liability as discussed above, and subject to the conditions specified in Section IV.C, we will reimburse you for any late payment fees or penalties you are charged, up to a maximum of \$50 per scheduled payment, as a result of the failure of a Business Payee to receive a payment made through the Service by the Due Date if you meet each of the following conditions:
1. You must properly schedule the payment to be initiated on a Transaction Date at least 1, 2 or 3 business days prior to the Electronic Transfer Due Date and at least 8 business days prior to the Check Due Date. For Same-Day Payments, this means that you must initiate your payment before 6:00 p.m. ET on a business day at least 1, 2 or 3 business days prior to the Electronic Transfer Due Date and at least 8 business days prior to the Check Due Date. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of business days between the Recurring Payment Date and the Due Date.
  2. You must provide us with the correct Payee name, address, account information and the correct payment amount.
  3. On the Transaction Date, your Account that you elected for bill payment must contain sufficient funds to complete the payment or transfer. Note: If a payment fails to be sent due to insufficient funds, we will attempt to send the payment for two consecutive business days after the initial attempt. If the payment is sent on one of those two days after the initial Transaction Date, the payment may arrive late at no fault of First Horizon. Therefore, the Payment Guarantee condition is considered not met if the payment initially fails for insufficient funds but is sent during the two additional attempts.
  4. The Payee must be a Business Payee.
  5. The late payment fee or penalty, or the method of its calculation, must be published by the Payee prior to the Due Date.
  6. Your PC and internet connection device must be functioning properly.
- E. Deleting or Modifying Payments.** Using the Online Banking Bill Payment Service, you may change or delete recurring or future-dated payments prior to 9:00 p.m. ET on the Transaction Date. Same-day payments (payments scheduled and paid on the same date) cannot be modified or deleted directly by you. Client Services may be able to cancel same-day bill payment for requests received prior to 8:45 p.m. ET on the Transaction Date. You can change/edit a recurring or future-dated payment by navigating to “Payments” and selecting the scheduled payment under the subsection “Scheduled Payments.”
- F. Uncompleted Payments.** If we remit your payment to a Payee that is rejected or returned during the payment processing cycle, e.g., invalid payee address, account number, merchant rejection, postal service delay, the funds will be credited back to your account and a notice sent to your email address on file. If a payment is made by mailing your Payee a check drawn on an account we maintain for this purpose and the check has not been presented for payment within our payment cut-off period, we will investigate the status of the check. If the Payee cannot be reached, or the check has not been presented for payment by ninety (90) days after the Transaction Date, we will place a stop payment order on the check and refund your Account.

## V. MOBILE BANKING

Should you elect to use Mobile Banking, which includes Mobile Deposit, you will be subject to the following additional terms and conditions:

- A. Description.** Mobile Banking is a personal financial information management service that allows you to access your Account information, make payments or transfers to Payees and make other such payments or transfers as are described on our website, [www.firsthorizon.com](http://www.firsthorizon.com), using compatible and supported mobile phones and/or other compatible and supported wireless devices (“Wireless Devices”). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

- B. Use of Mobile Banking.** To properly use Mobile Banking services, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with your Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Wireless Device, as well as any software that might be used. We may modify Mobile Banking from time to time in our sole discretion. In the event of such changes or modifications, you are responsible for making sure that you understand how to use Mobile Banking as so modified. We will not be responsible for any losses caused by your failure to properly use the Mobile Banking services or your Wireless Device.
- C. Relationship to Other Agreements.** You agree that, when using Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your wireless telecommunications provider (i.e., AT&T, Verizon), and this section of the Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might affect your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking) and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.
- D. Quick Glance.** By using the Quick Glance feature on your iPhone, iPad, or Android device, you can view the most recent Available Balance and recent transactions on certain of your Accounts as selected by you. Quick Glance is not viewable until you activate it via "Settings." The Account nicknames, balances and transactions will display on the login screen by clicking the "Quick Glance" logo at the bottom of the app screen. No other Account information (such as the Account number) will be visible. When Quick Glance is enabled, anyone who has access to your device will be able to see the Account balances and transactions that you have chosen to display without logging in to Mobile Banking. We recommend that you disable Quick Glance prior to sharing your device. You should disable Quick Glance prior to accessing your profile on any mobile device that is not your own. You always have the ability to turn off "Quick Glance" from the "Settings" tab in the Mobile app.
- E. User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- F. Fingerprint and Facial Recognition ID.** Fingerprint and Facial Recognition ID for Mobile Banking are alternative authentication methods for logging in to Mobile Banking. Fingerprint and Facial Recognition ID for Mobile Banking use the fingerprints or unique facial pattern (biometric data) saved to your device to authenticate your identity, instead of using your Digital Banking User ID and password. Your biometric data is neither accessed nor stored by us. If any changes are made to the biometric data stored on your device, your Digital Banking User ID and password will be required at the next login. Afterwards, any biometric data stored on your device can be used to access Mobile Banking until you disable Fingerprint or Facial Recognition ID. Please note that Facial Recognition ID is only available for certain Apple devices.

Fingerprint and Facial Recognition ID for Mobile Banking can be enabled by going to Settings/Mobile, selecting your device, and clicking the Enable button. Once enabled, any biometric data stored on your device can be used to access your Accounts in Mobile Banking. We recommend that you NOT use Fingerprint ID if you share any devices that have the Mobile Banking app. You can disable Fingerprint or Facial Recognition ID at any time by going to Settings/Mobile, selecting your device and clicking the Disable button. If you believe someone has gained unauthorized access to your online account, or that your password and/or User ID have been stolen, call Client Services at 800-382-5465.

- G. Limitations of Mobile Banking.** When using Mobile Banking, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue Mobile Banking, in whole or in part, or your use of Mobile Banking, in whole or in part, immediately and at any time without prior notice to you.
- H. Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third-party claims, liability, damages, expenses and costs (including, but not



limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking or the Software, your violation of this section of the Agreement or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

- I. Hardware and Software.** To use Mobile Banking, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third-party software you may need to use Mobile Banking. 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.
- J. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF MOBILE BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- K. Charges for Mobile Banking.** There is no charge for using Mobile Banking. Should there be charges for Mobile Banking in the future, you will be given appropriate notice. Your wireless telecommunications provider for your Wireless Device or other third parties that you may utilize may impose fees to make that device data-capable, to exchange data between the Wireless Device and the mobile web or mobile app (as applicable) or based on the location of your use (e.g., fees for roaming or using your wireless device in a foreign country).
- L. MOBILE DEPOSIT.** If you are eligible and choose to use Mobile Deposit, you will be subject to the following additional terms and conditions:
- 1. Description.** Mobile Deposit is designed to allow you to make deposits to your Accounts from your Wireless Devices by scanning checks and delivering the images and associated deposit information to us. You may use Mobile Deposit only for non-business, personal use in accordance with this Agreement. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only.
  - 2. Acceptance of Terms.** By subscribing to Mobile Deposit or using the Mobile Deposit service, you agree that you have complied with online instructions in accessing Mobile Banking, and that you will be bound by the terms of this Agreement, and you will follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. We reserve the right, in our sole discretion, to modify the terms of the Agreement and procedures relating to Mobile Deposit service. In the event such modifications are not acceptable to you, you have the option of terminating the Agreement and use of Mobile Deposit service. Your continued use of Mobile Deposit service will indicate your acceptance of any such modifications or changes to the Mobile Deposit service.
  - 3. 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 the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Tennessee. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as shown below:
    - a. Checks or items payable to any person or entity other than you, including a check payable to "Cash."
    - b. 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.
    - c. Checks or items previously converted to a substitute check, as defined in Reg. CC.
    - d. Checks or items drawn on a foreign bank or payable in a foreign currency.
    - e. Checks or items that are demand drafts or remotely created checks (checks lacking the original signature of the drawer).
    - f. Checks that have been previously returned stop payment or account closed.
    - g. Checks or items dated more than six months prior to the date of deposit.
  - 4. Image Quality.** The image of a check or item transmitted to us using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or other clearinghouses.
  - 5. Endorsements.** You agree to restrictively endorse (sign on the back) any item transmitted through the Service as "For Mobile Deposit Only, to FHB Account of" followed immediately by your endorsement (signature) or as otherwise instructed by us.
  - 6. Receipt of Items.** We reserve the right to reject any item transmitted through the Mobile Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. You agree to receive notices electronically relating to the Mobile Service whether or not you have previously agreed to accept electronic disclosures for any of your Accounts. An image of an item shall be deemed received when you receive an electronic confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete.
  - 7. Representations and Warranties; Indemnification.** As to all items transmitted to us, you represent and warrant that: (i) you will comply with the terms and conditions set forth in this Agreement; (ii) you will only transmit eligible items; (iii) you have good title

to each check and item and no defense of any party to the check is good against you; (iv) the original check, or a paper or electronic representation, has not previously been deposited for collection with us or any other financial institution, and no depository bank, drawee, or drawer will be asked to pay a check that it already has paid; (v) you have no knowledge or notice of information to indicate that the transaction is fraudulent. You agree to indemnify and hold us, our affiliates, directors, officers, associates, and agents harmless from and against all losses, liabilities, cost, damages, and expenses (including reasonable attorneys' fees and costs of litigation) to which we may be subjected or which we may incur in connection with any claims which might arise from or out of your use of Mobile Deposit or the Mobile Service.

- 8. Availability of Funds.** You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Service will generally be made available in two (2) business days from the day of deposit. In some cases, we may not make the funds available in accordance with the general policy. The length of the delay is counted in business days from the day of your deposit. If you make a deposit before 9 p.m. ET on a banking business day (every day except Saturdays, Sundays, and federal holidays), we will consider that day to be the day of deposit. If you transmit an item after 9 p.m. ET, or on a day we are not open, we may consider that the deposit was made on the next business day we are open. If your deposit is declined, we will email you the notice by the first business day after the day we receive your deposit.
- 9. Safeguard and Disposal of Transmitted Items.** Upon your receipt of a confirmation from us that we have received the image of an item, you agree to safeguard all original checks transmitted to us until the checks are destroyed. You may wish to retain the original check, or a sufficient copy of the front and back of the item, until final settlement of the item should there be any dispute that the image does not satisfy legal equivalence requirements.
- 10. Deposit Limits.** Deposits transmitted through the Mobile Deposit service are limited to a specified dollar amount per 7-day period. This limit can be found within the Mobile Banking application. We reserve the right to change limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and may modify such limits from time to time.
- 11. Deposit Errors.** You agree to notify us of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than 40 days after the applicable Account statement is sent or made available to you. Unless you notify us within 40 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

## VI. ATM LOCATION-BASED DATA

- A. Use of Locator Service/Limitations.** Our provision of any ATM, financial center, or other location information, directions, maps, addresses, hours of operation and other related information ("Data") through use of the locator service available in the Service is subject to this Agreement. The locator service may include Data that is out of date, incomplete or otherwise incorrect, or it may omit Data that you consider relevant to your search ("Data Limitations"). We will not be responsible for any Data Limitations, and we do not and cannot guarantee that you will not encounter Data Limitations in connection with your use of the locator service.
- B. Personal Use.** The locator service is intended for your personal use only. You may not copy, mirror, distribute, reproduce, or resell the information or Data contained therein. No copyright, trademark, or other proprietary notices, whether of ours or our licensors, may be removed.

## VII. CARD CONTROL

- A. The Card Control Feature.** Our Card Control feature ("Card Control") enhances the Service we provide under this Agreement by allowing you to disable and enable certain functionalities of eligible debit, credit, and HELOC access cards ("Eligible Card(s)") that are associated with your Digital Banking profile whether you are accessing the Service online or by mobile phone or other wireless access device. Your quickly disabling Eligible Cards may help prevent and mitigate losses arising from unauthorized card transactions. However, our offering of this feature and your use of it does NOT relieve you of your obligations under Section I. M., Notice of Your Rights and Liabilities, or under the cardholder or HELOC agreement governing your debit, credit or HELOC access card Account, to provide timely notice to us if you believe your password or other authenticating information has been lost, stolen or compromised or that unauthorized transactions have occurred or may occur on your Eligible Card Account.
- B. Advanced Card Control Feature.** Our Advanced Card Control feature further enhances the Service we provide under this Agreement by allowing you to track specific locations, manage notification preferences, customize your settings, view transactions, and utilize location-based controls for eligible debit and credit cards. This feature is only available within the Mobile Banking app. This Service is offered at no charge, although your mobile carrier's message and data rates may apply. The following features are included:
  - 1. Establish Spending Limits.** Transaction and monthly thresholds above a specified amount can be blocked and alert notifications sent when the set limits are exceeded.
  - 2. Location-Based Controls.** Using your mobile phone's GPS, the Locations feature can limit transactions to merchants within a certain range of your phone's location. You can also restrict purchases made in a specific geographic location.

3. **My Merchants.** Allows cardholders to set up and receive alerts and/or block transactions based on the merchant type used to make purchases such as gas stations, restaurants, department stores and grocery stores.
4. **Notifications.** If you enable alerts, we will send a notification whenever you make a purchase or when your card transaction is declined. Notifications will be sent as an in-app message.
5. **Latest Transactions.** View a list of recent transactions made with your debit or credit card.

- C. Accessing Card Control.** You do not have to register or enroll your cards to be able to use Card Control. Rather, this feature will be accessible by a button labeled “Manage Your Card” on your Dashboard or in the Accounts/Statements section. When the Card Control button is pressed, debit, credit, and HELOC access cards associated with your Digital Banking profile that are eligible for Card Control will be listed. The following will also be displayed: (i) the last four digits of your card number(s); (ii) whether the Card Control status of the card is “enabled” or “disabled;” (iii) a Card Control toggle that you can use to enable or disable the card; and (iv) a message telling you to contact Client Services if a card you want to control is not displayed. Advanced Card Controls will be accessible under the cards listed in your profile.
- D. Using Card Control.** You can change the status of an eligible card in real time at any time. If you have used the toggle to make a status change and the status change was successful, a confirmation message will be sent to your primary email address, and through other channels (Messages Inbox, Push Notification, SMS text) as chosen by you. The confirmation message will also be sent to the primary email address of, and to other destinations chosen by, each person who has the affected card Account associated with his or her Digital Banking Profile. The confirmation messages usually will be sent within five (5) seconds. The messages will include the information listed in B., above, and a reminder that recurring debits and future-scheduled debits may or may not be accepted while the card is disabled. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. The toggle position will change to reflect the updated status. If you attempted a status change that was not successful, you will receive an error message (usually within 3 seconds) and the toggle position will not change.
- E. Disabled Status – Debit Cards.** When your debit card is in a “disabled” status, only your card will be affected. Transactions made using debit cards issued to others and tied to the same deposit Account as your card will not be impacted. Recurring debits and transactions any cardholder authorized on your card prior to your disabling it may or may not be accepted depending on the process a merchant uses to initiate the debit. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. ATM transactions will be rejected. Point-of-sale and online transactions will be rejected although there may be circumstances in which smaller dollar point-of-sale and online transactions may be posted and paid. These smaller dollar transactions can be charged back if you promptly notify Bank that these transactions are unauthorized, and they are determined to be unauthorized.
- F. Disabled Status – Credit Cards.** When your credit card is in a “disabled” status, all credit cards issued to others and tied to the same credit card Account as your card will be impacted. Recurring debits and transactions any cardholder authorized on the credit card Account prior to your disabling your card may or may not continue to be accepted depending on the process a merchant uses to initiate the debit. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. All ATM transactions will be rejected. Point-of-sale and online transactions initiated by any cardholder will be rejected although there may be circumstances in which smaller dollar point-of-sale and online transactions may be posted and paid. These smaller dollar transactions can be charged back if the Bank is promptly notified that these transactions are unauthorized, and they are determined to be unauthorized.
- G. Disabled Status – HELOC Access Cards.** When your access card is in a “disabled” status, all access cards issued to others and tied to the same HELOC Account as your card will be impacted. Recurring debits and transactions any cardholder authorized on the access card Account prior to your disabling your card may or may not continue to be accepted depending on the process a merchant uses to initiate the debit. If you want to make sure that all pre-existing recurring debits are blocked, you will need to manually stop recurring debits that you established and ask any creditor that initiates recurring debits at your request to stop initiating such debits. All ATM transactions will be rejected. Any check written against your HELOC Account will be returned to the bank that submitted the check for payment on behalf of the payee. Point-of-sale and online transactions initiated by any cardholder will be rejected although there may be circumstances in which smaller dollar point-of-sale and online transactions may be posted and paid. These smaller dollar transactions can be charged back if the Bank is promptly notified that these transactions are unauthorized, and they are determined to be unauthorized.
- H. Liability.** In the event you disable a card, and an unauthorized transaction is accepted that should have been rejected because of the card’s being in disabled status, the Bank’s liability for your losses and damages will be limited to those directly and proximately caused by the failure to reject the transaction and will not include indirect, consequential, special, or exemplary damages.

- I. Service Disclaimer.** There may be service disruptions or events beyond our control that could adversely affect the Card Control Service. Such disruptions or events, include, but are not limited to, telecommunication system delays or outages; power outages; network, communication, or data plan outages; natural disasters; or any other event outside of the control of us. Any such disruption or event may block or otherwise limit your usage of the Card Control Service and/or use of your Debit Card based off the card settings in place at the time of the disruptions. You agree that we will not be liable for any losses or damages as a result of Service unavailability. You must always examine your Account statements promptly and routinely review all transactions and other activity on your Account.

## VIII. ZELLE NETWORK

### A. Description of Services.

1. We participate in the Zelle Network (“Zelle”) to enable a convenient way to transfer money between your Accounts and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.”
2. 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.
3. THE ZELLE 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.

- B. Eligibility and User Profile.** When you enroll to use the Zelle Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle 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.

The Zelle Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Service if we believe that you are using the Zelle Service for business or commercial purposes, or for any unlawful purpose.

You may not use the Zelle Service to make a payment of alimony, child support, taxes, or other governmental fees or court-ordered payments through the Service. You may not engage in the business of debt collection by attempting to use the Zelle 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 for alimony, child support, or pursuant to a court order, and you agree that you will not use the Zelle Service to request money from anyone for any such payments.

If we have reason to believe that you have used the Zelle Service for any unlawful purpose, made excessive or unexplainable transfers, violated any parts of this Agreement, or provided any incorrect information, we may take various actions to protect us, Zelle, Network Banks, another User, a third party, or you from reversals, chargebacks, claims, fees, fines, penalties, and any other liability. The actions we may take include but are not limited to the following:

1. We may close, suspend or limit your access to the Zelle Service;
2. We may contact Users or Network Banks who have sent you money, and warn other Users, Zelle, Network Banks, law enforcement or third parties of your actions;
3. We may update inaccurate information you provided us;
4. We may refuse you access to the Zelle Service in the future, and
5. We may take legal action against you.

We reserve the right to change, suspend or discontinue, or terminate your access to, the Zelle Service, in whole or in part, or your use of the Zelle Service, in whole or in part, immediately and at any time without prior notice to you.

- C. Wireless Operator Data.** We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your

wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to First Horizon Bank or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See Zelle's Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. First Horizon's Privacy Policy can be accessed at <https://www.firsthorizon.com/First-Horizon-Corporation/Privacy-Policy>.

#### **D. Enrolling for the Zelle Service.**

1. To enroll for the Zelle Service, you must select an email address that you regularly use and intend to use regularly and a permanent U.S. mobile telephone number that you intend to use for an extended period of time for Digital Banking. You may not enroll in the Zelle Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. You must also indicate the Account you will use with the Zelle Service. We reserve the right to restrict the Accounts that are eligible for the Zelle Service.
2. Once enrolled, 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 in your Account from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
3. If at any time while you are enrolled, you do not send or receive money using the Zelle 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, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Service until you enroll again.
4. 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.

- E. Content Standards.** You agree that you will not 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 file; (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 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.

- F. Consent to Emails and Automated Text Messages.** By participating as a User, you represent that you are the owner of the email address, mobile phone number, 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, mobile phone number and/or other alias to send or receive money as described in this Agreement. Each time you send money to or request money from a User, you are authorizing us to send emails and/or automated text messages on your behalf to that User. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle Services or related transfers between Network Banks and you. You agree that we, Zelle, 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:
1. 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.
  2. You will immediately notify us if any email address or mobile phone number you have enrolled is (a) surrendered by you, or (b) changed by you.
  3. 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.

4. 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.
5. If you would like to stop or update your text alert preferences, please log in to Digital Banking and visit the Settings – Manage Alerts section to remove, change or add a mobile device to your alert preferences. For account-specific questions, please log in to Digital Banking and send a secure message, or contact Client Services at 800-382-5465.

**G. Identity Verification.** You hereby authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity. This may include asking you for further information and/or documentation about your use of the Zelle Service or identity or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or Account, and verifying your information against third-party databases or through other sources. This process is for internal verification purposes. 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 Zelle Service. By using the Zelle Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy at <https://www.zellepay.com/legal/website-privacy-notice> for how it treats your data.

**H. Receiving Money; Money Transfers by Network Banks.** Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the Account you have enrolled. Most transfers of money to you from other Users will occur within minutes, however, there are circumstances when the payment may take longer. For example, to protect you, us, Zelle and the other Network Banks, 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 (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. Any amounts credited to your Account are subject to the terms and conditions of the Bank Depositor Agreement. The immediate use of money transferred to your Account may be restricted.

If you receive money and the transfer is later invalidated for any reason, you will be responsible for the amount of the transfer, plus applicable fees, if there is a reversal of the transfer for any reason. You agree to allow us to recover any amounts by debiting your Account. If there are insufficient funds in your Account to cover the amount due, you are liable to us for the shortage, costs, and attorney's fees in accordance with the Bank Depositor Agreement.

**I. 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. Your Account must contain sufficient funds to complete the transfer. You understand that use of the Zelle 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 Account. You understand that when you send the payment, you will have no ability to stop it. You may cancel a payment only if the person to whom you sent the money has not yet enrolled in the Zelle Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. 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, 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 enrolled as a User with Zelle, either in the Zelle Mobile app or with a Network Bank, 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 transfer may also be delayed or 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 User preferences (i.e., email, push notification). 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.

**J. Liability.** Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typographical errors or keystroke errors that you may make when using the Zelle 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 A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED. YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

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

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

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or 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.

- L. Limits.** We may, from time to time, limit the type, number and dollar amounts of any transfers made using the Zelle Service, notwithstanding the amount in the Account. Your ability to send or receive money will also be subject to any limitations applicable to your Account in accordance with the Bank Depositor Agreement.

- M. Right to Terminate Access.** You may terminate your use of the Service at any time by calling Client Services at 800-382-5465, or write to: First Horizon Bank, Online Financial Services, P.O. Box 84, Memphis, TN, 38101-9979. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated.

- N. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE ZELLE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

- O. Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICE DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE SERVICE DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS

OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS 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).

- P. Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network 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 Service, or any violation by you of the terms of this Agreement.
- Q. Miscellaneous.** Subject to the terms of this Agreement, the Zelle Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live client services generally will be available Monday through Friday, excluding U.S. bank holidays. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license. In accordance with the arbitration provision in the Bank Depositor Agreement, you acknowledge and agree that for any claims or disputes you assert against Zelle and Early Warning Services, LLC, Zelle and Early Warning Services, LLC are entitled to enforce this provision against you.

## **IX. GLOSSARY**

**Accounts:** A general term referring to accounts that you have with First Horizon Bank.

**Aggregated Accounts:** Accounts that you have at other institutions which you have added to your Digital Banking profile for viewing purposes only. In Digital Banking, these are also referred to as "Other Accounts."

**Cookies:** In proper form, an "HTTP Cookie." This is a small piece of data sent from a website and stored on the connected internet-capable device to provide history and authentication information. These are stored for your convenience and security.

**Custodial Accounts:** An account established by a party for or on behalf of a minor or another individual.

**External Accounts:** A term referring to accounts at external institutions that have been added by the consumer user through an authentication process (micro deposit, specifically) that can be transferred to and from.

**Payees:** A general term for bill payment service recipients. In Digital Banking, these are referred to as "Person," "Company," and "Custom" bill pay "Recipients."

**Service:** A general term referring to the Digital Banking platform in its entirety.