

## **UMPQUA BANK Online & Mobile Banking User Agreement**

This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at Umpqua Bank ("Umpqua") through Umpqua online banking ("online banking"). By using online banking, whether by accessing via computer and/or mobile device (smart phone/device, tablet) you accept all the terms and conditions of this Agreement. Please read it carefully.

**Acceptance – By using online banking**, you agree to be bound by this Agreement, as well as any other agreements, disclosure, rules, or notices relating to online banking and any other account or loans as may be posted on Umpqua's website or otherwise made available to you, as applicable, and as amended from time to time. If you do not agree to be so bound, you may not use online banking. We recommend that you print or store a copy of this Agreement for your records. You may also review this Agreement from time to time, and at your convenience on our website at [www.umpquabank.com](http://www.umpquabank.com). If you are unable to print or store a copy of this Agreement or if you experience computer or printer malfunctions, please call us and we will mail you a paper copy of this Agreement.

**Definitions** - As used in this Agreement, the words "we", "our", "us" and "Umpqua" mean Umpqua Bank. "Company", "you" and "your" refer to the accountholder authorized by Umpqua to use online banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through online banking. "Account" or "accounts" means your accounts at Umpqua. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your internal and external Umpqua accounts using online banking including bill payments. "Online banking services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Federal holidays are not included.

**Access** - To use online banking, you must have at least one checking account at Umpqua, access to Internet service, and an e-mail address. Your internet browser must have encryption capabilities at a minimum 128-bit level. Internet browser can be used on desktop computer and/or mobile device (Smart Phone, Tablet, iPod with App capabilities). You have the option of self-enrolling at [www.umpquabank.com](http://www.umpquabank.com), calling our Customer Contact Center or at any Umpqua Bank store. Online banking can be used to access only the Umpqua accounts for which you are an authorized signer. We undertake no obligation to monitor transactions through online banking to determine that they are made on behalf of the accountholder.

**Mobile Banking** – As used in this Agreement "mobile banking" means a service that allows you to use a mobile device (Smart Phone, Tablet, iPod with App capabilities) to access Umpqua's online banking service. "Mobile device" means a wireless device, not a personal computer, including a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled.

Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

You represent that you are the owner or authorized user of the mobile device you use to receive our mobile banking service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for mobile banking.

Your wireless provider and other service providers may also collect data from your mobile banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your mobile banking usage in connection with our online banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. Our mobile banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your personal, noncommercial use only. You will not damage, impair, interfere with, or disrupt our online banking service or its functionality.

You agree that if you are using our mobile banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the mobile banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

**WAIVER OF REQUIREMENT FOR TWO SIGNATURES.** You recognize that any requirement to verify two signatures on checks, if such a requirement exists, does not apply to electronic or mobile phone transfers, including online bill payments, and you release Umpqua from liability

when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or mobile phone transfers, including online bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

**Online Banking Services** - You can use online banking to check the balance of your Umpqua accounts, view Umpqua account histories, transfer funds between your Umpqua accounts, give other individuals you trust and rely on online banking access to your accounts, order checks, make stop payment requests, view checks, and pay bills from your Umpqua accounts in the amounts and on the dates you request if you have enrolled in the Bill Payment Service. Balance information is real time and activity information is available as of 8:00 a.m. (Pacific Standard Time) of the previous business day.

**Hours of Access** - You can use online banking seven days a week, twenty-four hours a day, although some or all online banking services may not be available occasionally due to emergency or scheduled online banking maintenance. We agree to post notice of any extended periods of non-availability on the online banking website whenever possible. Online banking may also be unavailable due to internet service interruptions, equipment problems, or other disruption to service. Your access to online banking shall be determined at the sole discretion of Umpqua. Umpqua reserves the right to modify, suspend, or terminate access to online banking at any time and for any reason without notice or refund of previously incurred fees, if any. Umpqua will terminate access to online banking after 180-days of inactivity unless you have scheduled bill payments pending. You agree to observe all such changes and that Umpqua is not responsible for any interruption, loss or liability that may occur should you, your computer, or your mobile handheld device not support such changes.

**Your Password** - For security purposes, you are required to change your password upon your initial login to online banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to online banking will be revoked. To re-establish your authorization to use online banking, you must contact us to have your password reset or to obtain a new temporary password. **Neither Umpqua Bank nor any of its service providers will ever ask you for your password and you should never give it to anyone else.**

We recommend that you create a password that utilizes upper- and lower-case alpha, numbers and special characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. You agree that the use of passwords constitute a reasonable security procedure for the verification of the

authenticity and accuracy of transactions initiated through online banking. You authorize Umpqua and our service providers to rely and act upon any transactions or inquiries initiated through online banking using passwords and agree to be responsible for any such transaction or inquiry that is processed in good faith.

**Security** - You understand the importance of your role in preventing misuse of your accounts through online banking and you agree to promptly examine your periodic statement for each of your Umpqua accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID, plus the Secure Access Code sent to you by text or automated call and/or security questions presented as challenges when online banking doesn't recognize your login behavior as fitting your normal pattern, are intended to provide security against unauthorized entry and access to your accounts. Data transferred via online banking is encrypted in an effort to provide transmission security and online banking utilizes identification technology to verify that the sender and receiver of online banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the online banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Umpqua's online banking, or e-mail transmitted to and from us, will not be monitored or read by others.

You agree that we are not responsible for any electronic virus that you may encounter using online banking. We encourage you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

If you choose to create online banking access for individuals using the online banking feature named Family Banking (Company Banking for business type access), you agree to be solely responsible for the activities of those individuals according to the access entitlements you create for them. You are responsible for creating Login ID and Password that meet the online banking requirements. You are responsible for instructing these individuals on the importance of Security as described in this agreement. You are responsible for any fees or charges incurred by these individuals in their use of online banking Services.

**Fees and Charges** - Currently, Umpqua's personal online and mobile banking service is generally offered without charge. However, some select services available through online and mobile banking have fees associated with them (e.g. stop payments, checking supplies ordered). These are set forth in our *Other Account Services* schedule which is available within online and mobile banking, listed under the "Help" function. You agree that all such fees and

charges will be deducted from the Umpqua checking account designated as the "Primary Checking Account". If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for your mobile phone and Internet service fees you incur in connection with your use of online banking. Umpqua recommends you review your contract with your mobile phone carrier and internet service before enrolling in Services.

**Transfers** – Transfers are subject to this Agreement and your Umpqua and Deposit Account Terms and Conditions. Umpqua reserves the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this Agreement, any additional agreement affecting your terms of your account(s), or federal and state law.

You will also be held responsible for any additional fees charged in accordance with our Other Services and Fees Schedule.

**Internal Transfers** – "Internal Transfers" are monetary transfers between your eligible accounts at Umpqua. You may make one-time or recurring transfer between eligible accounts at Umpqua. Internal transfers initiated through online banking before 10:00 p.m. (Pacific Standard Time) on a business day are posted to your account the same day. Transfers completed after 10:00 p.m. (Pacific Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online banking identifies transfers based upon the login ID of the user who made the transfer.

**External Transfers (For Personal Accounts Only)** - "External Transfers" are monetary transfers to and from accounts that you are an authorized signer on at Umpqua and an external Financial Institution, including but not limited to a transfer from an external Financial Institution to make a payment on your associated Umpqua Bank loans and lines of credit. When you add an external account, we will send two small credits to your external account and then withdraw the credits in the same amounts. You must demonstrate that you have access to the external account by correctly reporting the amounts of the credits.

We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of the business day the transfer is to be processed.

External Transfer limits are as stated; there is a maximum of 3 External Transfers per day or up to a total of \$3,000 per day and 10 External Transfers per month or up to a total \$10,000 per month which includes both incoming and outgoing.

In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts (including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the external account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited, you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in your Deposit Account Terms & Conditions will apply.

An External Transfer must be properly submitted using the Service by 4:00 p.m. Pacific Time to be processed the same Business Day and will post to the customer's account, loan or line of credit no later than two business days after the "Transfer On" date, otherwise it will be processed on the following Business Day and post no later than 3 business days. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer.

When you schedule any type of transfer or recurring transfer for a future date using the Service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date.

With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Other Services and Fee Schedule. You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar bills in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** - If your account has insufficient funds to perform any transfers you have requested for a given business day, then:

- a. Umpqua reserves the right to determine posting order of items presented for payment;
- b. Electronic fund transfers initiated through online banking which would result in an overdraft of your account may, at our discretion, be cancelled;

c. In the event the electronic fund transfers initiated through online banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of Online Banking Transactions** - The number of transfers from Umpqua accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Online Banking Bill Payment Service** - Refer to the applicable Terms and Conditions for Bill Payment services prior to enrollment for Bill Payment. You can review the Terms and Conditions for Bill Payment at any time by clicking the appropriate link on the Setting page of online banking.

**Stop-Payment Requests** - Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop an online banking bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment.

You may initiate stop-payment requests online via online banking only for paper checks you have written (non-electronically) on your Umpqua accounts (not online banking bill payer paper drafts.) Online stop-payment requests are processed by 8:00 a.m. on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in our Other Services and Fee Schedule for the applicable account. Stop-payment charges for online banking bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

**Disclosure of Account Information and Transfers** - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We also routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the

credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to online banking. You agree and hereby authorize all of these transfers of information.

**Periodic Statements** - You will not receive a separate online banking statement. Transfers to and from your accounts using online banking will appear on the respective periodic paper statements for your Umpqua accounts. You can use online banking to enroll in Paperless Statements for your checking and savings accounts. This is your authorization to us to stop delivering paper statements for the accounts you designate. You will only be able to view your Paperless Statements online in online banking. Use the Settings page of online banking to enroll. You will be presented with a separate Paperless Statement Agreement that outlines details of this service.

**Change in Terms** - We may change any term of this Agreement at any time. If the change would result in increased fees for any online banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Umpqua online banking website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject online banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**ERROR RESOLUTION** - For **Personal Accounts** review the Error Resolution Notice in Personal Rules and Regulations that were provided to you when you initially opened your personal account. For **Business Accounts** review the Business Rules and Regulations that were provided to you when you initially opened your company account with Umpqua.

**Our Liability for Failure to Make a Transfer** - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.



- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of online banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- (8) If you have not properly followed the on-screen instructions for using online banking.
- (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** - CONTACT US AT ONCE if you believe your online banking password or your mobile handheld device has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). You assume full responsibility for the security and confidentiality of your passwords, mobile phone number and personal identification numbers used to access Services.

**Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with online banking or mobile banking Services provided to you under this Agreement. We do not and cannot warrant that online banking will operate without errors, or that any or all online banking Services will be available and operational at all times.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO ONLINE BANKING, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF UMPQUA AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE BANKING.

**Your Right to Terminate** - You may cancel your online banking service at any time by providing us with written notice by postal mail or fax. Your access to online banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** - You agree that we can terminate or limit your access to online banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Umpqua accounts. Online banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

**Communications between Umpqua and You** - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Secure online message via online banking

Telephone - You can contact us by telephone at 1-866-486-7782

Postal Mail - You can write to us at:

**UMPQUA BANK**

**Attn: umpqua.online**

**P O Box 1820**

**Roseburg, OR 97470**

In Person - You may visit us in person at any one Umpqua store.

Visit [www.umpquabank.com](http://www.umpquabank.com) for a complete list of our locations.

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Umpqua's online banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address. This consent to electronic notices only applies to this Agreement. If after consent, you would like a paper copy of this Agreement, please call us and we will mail one to you at no charge. You may withdraw consent by terminating your account.

**Ownership** - You acknowledge and agree that a third party provider or licensor to Umpqua ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking Services from Umpqua and the computer programs contained therein in machine readable object code form as well as any accompanying user

documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

1. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason.

2. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

Umpqua Bank Online & Mobile Banking User Agreement (November 2016)

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### **Zelle® Service Addendum to Umpqua Bank Online & Mobile Banking User Agreement**

This Addendum ("Addendum") and the UMPQUA BANK Online & Mobile Banking User Agreement ("Online & Mobile Agreement") contain the terms governing your use of the Zelle® service (the "Service"). The Online & Mobile Agreement can be found online at <https://www.umpquabank.com/disclosures>. If we make changes to this Addendum, we will notify you of changes following the terms specified in the Online & Mobile Agreement. In the event of any inconsistency between this Addendum and the Online & Mobile Agreement, this Addendum will control.

**Please read this Addendum carefully. By agreeing to this Addendum or using the Service, you are agreeing to the terms of this Addendum and the Online & Mobile Agreement. This Addendum and the Online & Mobile Agreement include, among other things:**

- your agreement that each time you use the Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf;
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so;
- your agreement that if you request money from another person using the Service it will not be for an overdue or defaulted debt, court-ordered amounts such as alimony or child support, a gambling debt, or a debt owed to someone other than you;
- our obligations to you;
- your obligations as a user of the Service;

- circumstances under which we may reverse or modify transactions or remove funds from your account;
- the ways in which we may send you notices and disclosures;
- your agreement with us to use binding arbitration for most disputes arising under this Addendum or concerning the Service and to waive the right to a trial by jury;
- your waiver of class-action rights;
- limitations on our liability to you;
- your mutual agreement with us that this Addendum will be governed by the laws of the State of Oregon, without regard to conflict of law principles; and
- *Zelle*'s disclaimer of warranties, limitations of *Zelle*'s liabilities to you, and your indemnification of *Zelle* for your use of the Service.

Your agreement to these terms is essential to our agreement to provide the Service and our pricing of the Service.

## 1. **Service Definitions**

Except as otherwise provided in this Addendum, terms defined in the Online & Mobile Agreement have the same meaning in this Addendum. In addition, in this Addendum:

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

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

"Participating Financial Institution" or "Network Bank" means any financial institution which is participating in, or cooperating with, *Zelle* and the Service.

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

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

"User" means a person who is any one or more of the following:

- an individual enrolled in the Service through any Participating Financial Institution;
- an individual that is enrolled in the Service through *Zelle* to receive funds at the User's Financial Institution; or
- an individual that is not yet enrolled in the Service, but with whom you attempt to initiate a Transfer Transaction.

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

"We, Us, Our and Umpqua" means Umpqua Bank and any of its affiliates or direct or indirect subsidiaries, involved in the provision of the Service.

"You or Your" means each Owner of an Eligible Account subject to the conditions in Section 2.

"Zelle" refers to the Zelle® Network operated by Early Warning Services, LLC, which facilitates the exchange of Transfer Transaction messages between financial institutions.

## 2. Overview of the Service

- a. We have partnered with the *Zelle Network* ("*Zelle*") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with *Zelle* using aliases, such as email addresses or mobile phone numbers (the "Service").
- b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.

## 3. Terms and Conditions of the Service

- a. 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.
- b. Your use of the Service will be subject to this Addendum and the Online & Mobile Agreement, and also to the following, which are considered part of this Addendum:
  - the terms or instructions appearing on a screen when using the Service;
  - our rules, procedures, and policies and the account agreements applicable to the Service and your Funding and Deposit Accounts, as amended from time to time; and
  - applicable state and federal laws and regulations.
- c. Subject to all the terms and conditions of this Addendum and the Online & Mobile Agreement, you may use the Service to engage in Transfer Transactions with other individuals who are Users.
- d. The Service is an online banking and mobile banking service under the Online & Mobile Agreement. You agree that you are enrolling as a User of the Service.
- e. You agree that you will only use the Service for Transfer Transactions entered into for lawful purposes. You will not use the Service to pay taxes or other amounts owed to government entities. You will not use the Service to pay court-ordered amounts such as alimony or child support. You also agree that you will not use the Service to request, send or receive money in connection with:
  - tax payments,
  - payment or collection of an overdue or defaulted debt,
  - court-ordered amounts such as alimony or child support,
  - payments to loan sharks,
  - fines,

- gambling debts,
  - an amount owed to someone other than you, or
  - payments otherwise prohibited by law.
- f. You further agree that you will not use the Service to request money from anyone for any payments described in this Section
- g. The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

#### 4. **Eligibility**

You must have an eligible Funding Account or a Deposit Account to use the Service. The Funding Account and the Deposit Account may be the same account. For the Service offered directly through Umpqua Bank, eligible Funding Accounts and Deposit Accounts include Umpqua Bank consumer checking accounts on which you are an individual owner or joint owner. Account eligibility rules may differ if you are enrolling in *Zelle* through a separate financial institution or on *Zelle*'s separate transfer service website or mobile app. In order to receive fund transfers into your Deposit Account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account. You represent that you have the authority to authorize debits and credits to the enrolled account(s).

#### 5. **Enrollment**

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

Once enrolled, you may:

- authorize a debit of your account to send money to another User either at your initiation or at the request of that User subject to the terms and conditions outlined in the Section titled "Sending Money; Debits by Network Banks"; and
- receive money from another User either at that User's initiation or at your request, subject to the conditions of 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, 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.

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Addendum.

## **6. Access**

You authorize us to provide access to your Funding Account and Deposit Account through the Service to initiate and complete Transfer Transactions. To access the Service you must have a username, a password, and the required hardware and software as described on the website. You must also comply with any other security procedures and policies we may establish from time to time as provided in the Online & Mobile Agreement. You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Service.

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

In the event (i) you violate any terms of this Addendum or the Online & Mobile Agreement, (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Service, or (iii) we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time. We may, in our sole discretion, at any time and without prior notice to you or other Service participants, suspend or terminate:

- the Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another User, or
- your ability to receive requests for funds from another User.

In the event your access to the Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Addendum, or any revised or amended version of this Addendum in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Service.

## **7. Communications-Text Messages, Emails**

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

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

You agree that we, *Zelle* and other Participating Financial Institutions, may from time to time make telephone calls, send emails and text messages to you in order to:

- notify you of Transfer Transactions, or
- service your accounts.

You agree that we, *Zelle*, or either of our agents may call using prerecorded/artificial voice messages or send text messages and, for both calls and text messages, may also use automatic telephone dialing systems. We may call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to:

- us,
- any other Participating Financial Institution,
- *Zelle*, or
- a User.

You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the Service. You further acknowledge and agree that:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have registered for use in the Service is (i) surrendered by you, or (ii) changed by you.



- 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.
- We may send you text messages to the mobile phone number you have registered for the Service. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at (877) 486-7782. You expressly consent to receipt of a text message to confirm your "STOP" request.
- When you send STOP, you understand and agree that you will receive a single text message confirming your opt out request.

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

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

## **8. Privacy; Consent to Share Personal Information (Including Account Information) and Authorization to Use Information**

### **A. Privacy**

We are committed to protecting your privacy. Except as otherwise provided in this Addendum, all information gathered from you in connection with using the Service will be governed by the Umpqua Bank Privacy Policies, available at <https://www.umpquabank.com/help-center/privacy-policy/>.

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

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

In particular, if you:

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

You agree that we may provide information about you to:

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

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our Umpqua Bank Privacy Policy which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

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

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

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

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

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Service.

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

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

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

Each time you use the Service, you represent and warrant to us that:

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

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

#### **D. Changes to Email Addresses and Telephone Numbers**

You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Service at any time. Address and telephone number changes may be initiated:

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

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

#### **9. Wireless Operator Data**

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of

the Service. By using the Service, you authorize your wireless 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 (<https://www.zellepay.com/privacy-policy>) for how it treats your data. See Umpqua Banks Privacy Policy (<https://www.umpquabank.com/help-center/privacy-policy/>) for how it treats your data.

#### **10. 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 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* and the other Network Banks, we may need 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 Addendum and the procedures of the business or government agency that is sending you the payment.

#### **11. Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Addendum, 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. 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, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not 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 money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your 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.

## 12. **Liability**

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

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER 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.

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

### 13. **Send Limits**

We reserve the right to impose limits on the amount(s) and/or number of Transfer Transactions that you transmit using the Service and to modify such limits. If you attempt to initiate a Transfer Transaction in excess of these limits, we may reject your transaction. If we permit you to make a Transfer Transaction in excess of these limits, such transaction will still be subject to the terms of this Amendment, and we will not be obligated to allow such a transaction at other times. Daily and per-transaction dollar limits may vary and are subject to change at our sole discretion without prior notification to you.

### 14. **Requesting Money**

#### A. **Requesting Money**

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

- All requests for money must be delivered to an email address if a User has not registered a mobile phone number with us, *Zelle* or a Participating Financial Institution.
- 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 you request. Neither we or *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 sole discretion, that we will not send a reminder or repeat request to that User.

We have no obligation to advise you on whether or not the request has been received.

- You will not make or repeat a request for money to a User after you have received notice from any person that either:
  - the User does not wish to receive a request for money from you, or
  - the User disputes or disclaims the obligation for which the request is made.
- You agree that you are not engaging in the business of debt collection by attempting to use 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 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.
- You agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either:
  - not yet identified a Deposit Account, or
  - closed your prior Deposit Account but still have other accounts open with us.
- We 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.

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

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

- We are not able to control the frequency, content, or purpose of requests that may be sent to you by other Users.
- We make no representations or warranties concerning the genuineness or accuracy of any request you receive.
- We do not guarantee that you will receive requests addressed to you through the Service.

- We may not be able to prevent or block requests from being sent to you, either by specific Users or generally, unless you terminate your enrollment in the Service.

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

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

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

Tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that a transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Except for transfers to or from brokerage accounts, your liability for an unauthorized transfer or a series of related unauthorized transfers will be determined as follows:

- If you tell us within two Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.
- If you do NOT tell us within two 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.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your password, tell us at once. If you do not tell us within 60 days after the statement was made available or transmitted 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 your money if you had told us on 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.



You may notify us in person, by telephone, by email during a secure session using the appropriate form, or in writing at:

- 1-866-486-7782
- Umpqua Bank, P.O. Box 1820 Roseburg, OR 97470

You can send a secure message to Umpqua Bank Online Customer Service by filling out the appropriate form accessible after signing on with your password to a secure online or mobile banking session.

You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

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

If we do not complete a Transfer Transaction to, or initiate a Transfer Transaction from, your account within any time frames, or in the correct amount, all in accordance with our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your Funding Account to make the transfer;
- if the transfer would go over the credit limit on your overdraft line;
- if the system supporting the Transfer Service was not working properly and you knew about the breakdown when you started the transfer;
- if the Transfer Transaction is delayed or cancelled for any of the reasons described in other Sections of this Agreement;
- if circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in the Mobile & Online Agreement or this Addendum.

### **18. Fees**

We do not charge a fee for using the Service. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. In addition, fees may apply if you use the Service through another financial institution or through Zelle's separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the Transfer Transaction.

### **19. Power of Attorney**

For as long as you are using the 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 re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Service as provided in this Addendum and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of Umpqua Bank and your use of the Service. We will not be responsible for any acts or omissions by these persons.

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

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

This Addendum shall be governed and construed in accordance with the laws of the State of Oregon without reference to the conflicts of law provisions thereof. Any action arising out of or relating to this Addendum shall be litigated in the state and federal courts in Portland, Oregon.

## **21. Miscellaneous**

Subject to the terms of this Addendum, the 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 customer service is available - refer to [www.umpquabank.com](http://www.umpquabank.com) for information on days and hours of availability.

## **22. Zelle's 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 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 SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### **23. 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 SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE'S* SERVICE OR WITH THE TERMS OF THIS ADDENDUM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

### **24. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Addendum, 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 Service, or any violation by you of the terms of this Addendum.

## **25. Trademark Disclosure**

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

Date last updated: February 2020