

Zelle Network® Terms and Conditions

WestStar Bank

Effective date: April 30, 2025

1. Description of Services

- A. The Zelle Network® (“Zelle®”) is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Financial Institutions.”
- 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 transferred by a Network Financial Institution.

2. Eligibility and Enrollment

When you enroll to use the Service you agree to the terms and conditions of these Zelle Terms and Conditions.

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

Content Standards:

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

- Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice.
- We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, 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.

3. Consent to Use and Disclose Personal Information (Including Account Information)

By enrolling in and using the Zelle® service, you expressly consent to the collection, use, processing, and disclosure of your personal information, including your account information, as described below.

A. Information We Collect

We may collect and use the following information in connection with your use of Zelle:

- Your name, address, email address, and mobile phone number
- Information about your eligible account(s), including account number and transaction history
- Payment instructions and transaction data
- Device, authentication, and usage information

B. How We Use Your Information

You authorize us to use your information to:

- Provide and operate the Zelle service
- Process payment transactions and facilitate funds transfers
- Authenticate your identity and prevent fraud or unauthorized activity
- Communicate with you regarding your transactions or service-related updates
- Comply with applicable laws, regulations, and regulatory requirements

C. Disclosure to Third Parties

You authorize us to share your information with:

- Zelle Network operators (including Early Warning Services, LLC)
- Other participating financial institutions involved in your transactions
- Service providers, agents, and contractors that support the Zelle service
- Government authorities, regulators, or law enforcement when required by law

Such disclosures may include your:

- Name
- Email address or mobile phone number
- Account information necessary to complete transactions
- Transaction details

D. Network Directory Information

- If you enroll your email address or mobile phone number in Zelle, it may be added to a directory used by the Zelle network to facilitate payments. Other users may be able to see limited identifying information (such as your name) to confirm your identity before sending money.

E. Fraud Prevention and Risk Management

- You acknowledge and agree that we may use, analyze, and share your information for fraud detection, risk monitoring, and security purposes, including the use of automated systems.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our [Privacy Policy](#), which is incorporated into and made a part of these Terms and Conditions by this reference.

5. 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 carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

6. Enrolling for the Service

- You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.
- Once enrolled, you may: i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money".
- If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle.

7. Consent to Emails and Automated Text Messages

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

- 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 enrolled or is used as a contact method for a Zelle® token is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either us or Zelle 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.

- 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. To cancel text messaging from us, send STOP to . For help or information regarding text messaging, send HELP to or contact our customer service at or . You expressly consent to receipt of a text message to confirm your "STOP" request.

8. Receiving Money; Money Transfers by Network Financial Institutions

- Once a User initiates a transfer of money to your email address, mobile phone number, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.
- Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions and other Zelle users, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations.
- If we or Zelle delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).
- If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these Terms and Conditions and the procedures of the business or government agency that is sending you the payment.
- We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

9. Sending Money; Debits by Network Financial Institutions

- 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) these Terms and Conditions, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.
- In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions, and other Zelle users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

10.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 PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

We use fraud protection programs that may alert us to potential fraudulent activity; however, detection is not always possible. Refer to our [Account Terms and Conditions](#) for Electronic Funds Transfer Your Rights and Responsibilities.

11.Send Limits

For Preferred, Gold and My Choice Checking Accounts:

- \$1,000 per transfer
- \$2,000 daily
- \$5,000 weekly
- \$10,000 monthly

For FiveStar Checking accounts:

- \$3,500 per transfer
- \$7,000 daily
- \$10,000 weekly
- \$25,000 monthly

12.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. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our discretion, that we will not send a reminder or repeat request to that User.
- By accepting these Terms and Conditions, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.
- You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13.Transaction Errors

Refer to our [Account Terms and Conditions](#) for Electronic Funds Transfer Your Rights and Responsibilities.

14.Your Liability for Unauthorized Transfers

Refer to our [Account Terms and Conditions](#) for Electronic Funds Transfer Your Rights and Responsibilities.

15.Liability for Failure to Complete Transfers

We will use reasonable efforts to complete funds transfers initiated through the Zelle® service in accordance with your instructions. However, there are circumstances under which we may not be able to complete a transfer. We will not be liable for failure to complete a transfer, or for any delay in completing a transfer, if one or more of the following occurs:

- A. Insufficient Funds or Account Issues
 - Your account does not contain sufficient available funds
 - Your account is restricted, closed, or not in good standing
 - The funds in your account are subject to a hold, legal process, or other restriction

- B. Inaccurate or Incomplete Information
 - You provide incorrect, incomplete, or outdated recipient information (such as an incorrect email address or mobile phone number)
 - The recipient is not enrolled with Zelle and does not complete enrollment within the required timeframe

- C. System or Technical Issues
 - The Zelle network is unavailable due to maintenance, outage, or technical failure
 - Our systems or those of third parties are not functioning properly, and you knew or should have known about the issue when initiating the transfer

- D. Security, Fraud, or Risk Controls
 - The transfer is flagged for suspected fraud, unauthorized activity, or security concerns
 - We reasonably believe the transfer may violate applicable law, regulation, or our policies
 - We block or delay the transaction to prevent potential loss

- E. Circumstances Beyond Our Control
 - Acts of God, natural disasters, or emergencies
 - Power failures, telecommunications interruptions, or internet outages
 - Actions by third parties or delays within the Zelle network or other financial institutions

F. Compliance with Legal Requirements

- We are required to delay, block, or reject the transfer to comply with applicable laws, regulations, court orders, or regulatory guidance

16.Fees

We do not charge for the service.

17.Use of Our On-line Banking Website and/or Mobile App

You agree to access this website and/or mobile app in compliance with our [Account Terms and Condition](#), which are incorporated into and made part of these Terms and Conditions by this reference.

18.Cancellation of the Service

From time to time, token maintenance may be required at which point we may ask for your cooperation.

19.Right to Terminate Access

We reserve the right, in our sole discretion, to suspend, restrict, or terminate your access to the Zelle® service at any time and for any reason permitted by applicable law, including but not limited to the following:

A. Suspected Fraud or Misuse

- We suspect unauthorized use, fraud, or suspicious activity
- We believe your account or the Zelle service is being used in a manner that presents a security risk

B. Violation of Terms

- You violate these Terms and Conditions or any other agreement with us
- You use the service for purposes that are unlawful or inconsistent with these Terms

C. Account Status Issues

- Your eligible account is closed, restricted, or not in good standing
- You no longer meet eligibility requirements for using Zelle

D. Risk, Compliance, or Legal Requirements

- We are required to do so to comply with applicable laws, regulations, court orders, or guidance from regulators
- We determine that continued access poses a risk to you, us, or the Zelle network

E. Operational Reasons

- We discontinue or modify the Zelle service
- Technical or operational issues require us to limit or end access

20.Disclaimer of Warranties

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

21.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 FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY 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 THE ZELLE® SERVICE OR WITH

THE TERMS OF THESE TERMS AND CONDITIONS IS [], 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 FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22.Indemnification

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

23.Governing Law; Choice of Law; Severability

These Terms and Conditions are governed by the State of Texas and State of New Mexico. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24.Miscellaneous

Subject to the terms of these Terms and Conditions, Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

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.