

# CapStar People Pay Disclosure and Addendum to Online Banking Agreement and Disclosure

This People Pay Disclosure and Addendum (this "Addendum") supplements and constitutes a part of the Online Banking Agreement and Disclosure (the "Agreement"), and sets forth additional terms and conditions for use of CapStar People Pay (the "Payment Service"). The Agreement remains in full force and effect and is supplemented by this Addendum. To the extent there is a conflict between the terms of the Agreement and this Addendum, the terms of the Addendum will govern your use of the Payment Service. Further, by enrolling in the Payment Service, you agree that the terms of this Addendum apply only to your use of CapStar People Pay and do not apply to other products, services, or transactions under the *Internet Banking and Bill Pay Agreement and Disclosure* or any other Agreements you have entered into with CapStar bank. (the "Bank", "we" or "us"). "You" and "your" refer to the parties using the Payment Service.

**Payment Service Introduction.** People Pay is an electronic person-to-person payment service that facilitates transfers between your account and any person or entity with an eligible financial institution account or PayPal® account. Additionally, you may receive funds through the Payment Service from a payment generated by another user of the Payment Service. In order to utilize the Payment Service, you must maintain an eligible funding account ("Account") and enrollment in Online Banking Service. Eligible funding Accounts include Checking and Money Market accounts that are linked and accessible via your Online Banking account. Any Accounts accessed through People Pay are subject to the Account Disclosure and Regulations for the account. You should review the Account Disclosures carefully as they may include transaction limitations. You can facilitate a transfer ("Payment") to a person or entity ("Recipient") utilizing their financial institution information, mailing address, email address, or mobile telephone number.

**Payment Service Authorization.** No one may use the Payment Service unless they are at least 18 years old. By using the Payment Service, you represent and warrant to the Bank that you own the Account and have full right and authority to all the funds on deposit therein. You authorize the Bank to follow Payment instructions we receive from you through the Payment Service when you provide us with the names, mailing addresses, telephone numbers, email addresses, or bank account information for Recipients to whom you wish to direct Payments. When we initiate processing of such Payments you have authorized through the Payment Service, you also authorize us to debit the Account for the amount of the Payment, plus any service fees in effect at the time the Payment instructions are received, and to remit funds to the Recipient as indicated in the Payment instructions.

## **Your Liability for Errors**

The Bank is relying on information you provide when you enter Payment instructions. Any errors, including incorrect Recipient names, mailing addresses, email addresses, mobile telephone numbers, or bank or account number information, are your responsibility, and the Bank does not confirm or verify the information you enter prior to sending the Payment. You understand and agree that if Payment instructions identify an account by name and

account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that other financial institutions may not investigate discrepancies between names and numbers. In addition, You agree that the Bank has no responsibility to investigate discrepancies between names and account numbers.

**Your liability for Unauthorized Transfers**

If you believe that your banking information has been lost or stolen, someone else has learned your access credentials for online banking or an unauthorized Payment or other type of online transaction has been made from one of your accounts, you must notify the Bank by telephone at 1-855-884-5222 (or the phone number on the back of your Bank ATM/debit card). If you tell us within two (2) business days after you discover your banking information, password or other means to access your account has been lost or stolen, your liability is no more than \$50 should someone access your account without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost and therefore you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we may extend the time periods. Please see the *Electronic Funds Transfers Disclosure – Notice of Rights and Responsibilities* for additional information about your rights and responsibilities in connection with electronic fund transfers, including the Payment Service.

**Payment criteria, limits and fees.**

**Overall transaction limits** for a user for all payment types (Account-to-Account Transfer, PayPal, Recipient Chooses, eGift Card, and/or Direct Check):

All payment Types	Transaction Limit	Daily Limit
	\$1,000	\$3,000

**Limitations and Criteria for a user per payment method:**

Payment Methodology	Recipient Information Needed	Transaction Limit	Daily Limit	Debit to Your Account	Fees
Account-to-Account Transfer	Recipient's bank routing/transit and account numbers	\$1,000	\$2,000	Immediately, when Payment is authorized.	\$0
PayPal	Recipient's email address or mobile telephone number	\$1,000	\$2,000	Immediately, when payment is authorized	\$0

Recipient Chooses	Recipient's email address or mobile telephone number	\$1,000	\$2,000	When the Recipient claims the Payment.	\$0
Direct Check	Recipient's mailing address	\$1,000	\$2,000	When Recipient cashes the check.	\$0
eGift Card	Recipient's email address or mobile telephone number	\$500	\$1,000	When the Recipient claims the payment.	\$0

**Payment Edits or Cancellation.** Account-to-Account, PayPal, and Direct Check Payments begin processing immediately after you click the button to submit the Payment and cannot be edited or canceled. For Recipient Chooses Payments or eGift Card, the Payment may be canceled if the Recipient has not claimed or picked up the Payment yet. Inquiries and requests to edit or cancel Payments should be directed to Customer Service at 1-855-884-5222.

**Claimed Payments.** You will not receive a notification when a Payment has been claimed. However, Payment status can be confirmed by viewing the Outgoing Payments tab on the Payment Service dashboard.

**Declined and Expired Payments.** If a Payment is declined by the Recipient, you will receive an email *or text message notification from the Payment Service.*

*The following criteria apply to Payment expirations:*

<b>Payment Methodology</b>	<b>Expiration Period</b>
Account-to-Account Transfer	Payments are sent and received in 1-2 business days. Payments happens in real-time (account is debited immediately) Payment cannot be canceled once payment is initiated and confirmed.
PayPal	Payment happens in real-time (account is debited immediately) and either succeeds or fails. No expiration. If the Recipient does not have and does not open a PayPal account, the PayPal Payment must be permitted to expire and PayPal will return the debited amount to your Account. This typically takes 30 calendar days.

Recipient Chooses	The Payment will expire in 10 days if the Recipient does not claim it.
Direct Check	Checks become stale-dated at 6 months; however, they may be cashed after that date. If you do not want a check paid, you must place a stop payment order (stop payment fee applies).
eGift Card	The eGift card will expire in 10 days if the Recipient does not claim it.

**Limitation on Liability.** The Bank will not be liable to you for Payments that are not properly completed in the following instances:

1. If there is a hold on your Account, or if access to your Account is blocked, in accordance with banking policy. Please note that funds in the Account must be available in order to facilitate the transfer of Payment. Recent deposits made to your Account may not be available immediately. Please refer to the Funds Availability Policy section of the Consumer Terms & Conditions provided to you at Account opening.
2. If your funds are subject to legal process or other encumbrance restricting the transfer.
3. If you have insufficient funds in your Account to complete the Payment.
4. If your Payment authorization terminates by operation of law.
5. If we received incomplete or inaccurate information from you or a third party involving the Account or Payment instruction.
6. If the Bank has a reasonable basis for believing that unauthorized use of your Internet Banking credentials or Account(s) has occurred or may be occurring.
7. If you are in default of this Addendum or any other agreement you have with the Bank.
8. If Recipient refuses to accept a payment.
9. If the Bank, or you, terminate the Internet Banking and Bill Pay Service or suspend or terminate the People Pay Payment Service.

YOU AGREE THAT THE BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (A) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING YOUR PAYMENT REQUEST TO A RECIPIENT'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR YOUR RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (B) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION OR PAYPAL IN CONNECTION WITH PAYMENT SERVICE TRANSACTIONS; AND (C) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO MY ACCOUNT HAS BEEN REQUESTED. IN NO EVENT SHALL THE BANK BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH A PAYMENT SERVICE TRANSACTION.

YOU AGREE THAT EACH eGIFT CARD PURCHASE IS FINAL, AND NEITHER THE BANK OR ITS PROVIDERS HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY eGIFT CARD FOLLOWING ISSUANCE OF SUCH eGIFT CARD TO THE RECIPIENT. eGIFT CARDS ARE SUBJECT TO THE ISSUER'S GIFT CARD TERMS & CONDITIONS. ANY ISSUES, CLAIMS OR COMPLAINTS REGARDING EGIFT CARDS MUST BE RESOLVED WITH THE ISSUER, AND YOU WAIVE AND RELEASE THE BANK AND ITS PROVIDERS FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, OR DAMAGE ARISING FROM ANY USE OF OR INABILITY TO USE ANY eGIFT CARD.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE BANK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. THE BANK MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PAYMENT SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PAYMENT SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY THE BANK FROM ANY FINANCIAL INSTITUTION OR THAT THE PAYMENT SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

**Insufficient Funds.** You must reimburse the Bank immediately upon demand for any Payment completed for which your Account does not contain sufficient funds. Further, you must reimburse the Bank for any fees, including Overdraft fees, resulting from the Payment. **We may report information about your Account, including Account mismanagement and defaults, to credit bureaus.**

**Payment Service Fees.** The Bank does not assess fees for use of the Payment Service, but reserves the right to modify the terms of this Addendum and the applicable fees and service charges at any time, effective upon 30 days' notice to you as described in the Internet Banking and Bill Pay Agreement and Disclosure. You understand and acknowledge that the use of the PayPal Service may result in a fee being applied to the Payment by PayPal. Such fees are governed by any agreements and disclosures provided by PayPal, and the Bank is not liable or responsible for such fees. Further, the Bank is not liable or responsible for any fees incurred by the Recipient or any other third-party in the Payment.

**No Unlawful or Prohibited Use.** As a condition of using the Payment Service, you agree that you will not use the Payment Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree that you will not use the Payment Service in any manner that could damage, disable, overburden, or impair the Payment Service or interfere with any other party's use and enjoyment of the Payment Service.

**Location of Accounts; Currency of Funds Transfer.** The Payment Service is available for funds transfers to and from accounts in the United States only and any funds transfers are made in U.S. dollars only.

**Indemnification.** You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of the Payment Service.

**Payment Service Termination.** Access to the Payment Service may be suspended or terminated by the Bank at any time. Your cancelation of the Bank's Internet Banking Service will also cancel your access to the People Pay Payment Service.

**By enrolling in CapStar People Pay, you agree to the terms and conditions described in this Addendum and Online Banking Agreement and Disclosure. Please print a copy of this Addendum for your records.**