

## **Zelle Network® Standard Terms**

This Zelle Network® Standard Terms document (hereinafter, the “Agreement”) is a contract between you and Latino Community Credit Union (hereinafter, “we”, “us” or “our”) in connection with the Zelle® Services offered through our online banking site or mobile applications (the “Site”). This Agreement is in addition to and does not replace the Latino Community Credit Union Online Service Agreement and any other agreements that may apply to the products and services that you receive from us (collectively, the “Additional Terms”). In the event of a conflict between the Additional Terms and the terms of this Agreement, the terms of this Agreement will only control as they relate to the specific Service at issue. The use of the words “you” and “your” in this Agreement refers to any member or person using the Zelle Service.

### **1. Description of Services**

- a. We (“LCCU – Latino Community Credit Union”) 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® (each, a “User”) using aliases, such as email addresses or mobile phone numbers (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 transmitted by a Network Financial Institution.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### **2. Eligibility and User Profile**

When you enroll to use the Service you agree to the terms and conditions of this agreement. You represent that you have the authority to authorize debits and credits to the enrolled Financial Institution account (Latino Community Credit Union LCCU).

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.

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 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®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

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

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

This Agreement constitutes the final and complete agreement and supersedes all other oral or written agreements, understandings and representations with respect to the subject matter hereof. Latino Community Credit Union may amend (add, delete or change) the terms of the *Agreement*, including applicable fees. Latino Community Credit Union may make such amendments, additions, changes or deletions, at any time and at Latino Community Credit Union's sole discretion. Latino Community Credit Union will notify Client of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Client's continued use of Zelle® will evidence Client's consent to any amendments, including additions, changes or deletions.

**Eligibility and Restrictions:** We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for other purposes, or if we believe you are using the Service in a manner that exposes Exchange Financial Institution or Zelle® to liability, reputational harm or brand damage.

Zelle® is available only for personal accounts. Business accounts, trust accounts, and other non-personal accounts are not eligible unless expressly authorized by Latino Community Credit Union.

We may determine other eligibility criteria in our sole discretion.

**Zelle® Enrollment and Token Usage:** When you enroll in Zelle®, one or more of your eligible accounts may be linked to a digital token. This token replaces sensitive account information and enables you to send and receive payments through the Zelle® payment network.

Your account may be securely linked to a digital token, which functions as a proxy for sensitive account information. Tokens are used to facilitate transactions while enhancing security and protecting your privacy.

By using Zelle®, you authorize the linking of your enrolled account(s) to a digital token for use within the Zelle® network. You acknowledge and agree that you are responsible for all transactions and activity initiated through your enrolled token.

**Token Security:** Token-linked accounts are managed in accordance with applicable laws, network rules, and data security standards.

Consent to Data Sharing:

In addition to the Section above entitled "Information Authorization", you hereby consent to our disclosure of your personal information (including Financial Institution account information) to Zelle, other Network Financial Institutions and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a) as necessary to resolve a problem related to a transfer or payment between you and another User;
- b) to verify the existence of your Financial Institution account, or debit card, as applicable;
- c) to comply with government agency or court orders;
- d) to our affiliates, as permitted by law;
- e) to verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f) to comply with inquiries in connection with fraud prevention or any investigation;
- g) for our general business purposes, including without limitation data analysis and audits; or
- h) as otherwise permitted by the terms of our Privacy Policy

### 3. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Notice at <https://latinoccu.org/term-of-use/privacy-notice/> which is incorporated into and made a part of this Agreement by this reference.

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 disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider 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.

### 4. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and 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, Google Voice number, or Voice over Internet Protocol.
- b. 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.”
- c. 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.

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

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.

e. Supported Carriers: All Major Carriers

## **6. Receiving Money; Money Transfers by Network Financial Institutions**

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the Financial Institution 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 Financial Institutions, 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 Agreement and the procedures of the business or government agency that is sending you the payment.

## **7. 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) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Financial Institution 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 Financial Institution, the money is sent directly to their Financial Institution 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 Financial Institutions, 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 Financial Institution, 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 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 Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **8. 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).

## **9. Send Limits**

Transaction limits may apply to person-to-person transfers conducted through this service. These limits are established based on internal policies and are subject to change.

Zelle® send limits are set at the customer profile and apply to all accounts visible in the “From” dropdown when initiating a Zelle® payment.

## **10. 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 sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network 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.

## **11. Transaction Errors**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed at the end of this Agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 60 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you believe there is an error, consider unauthorized or you require additional information about your Zelle® transaction, please contact us as soon as possible using the following:

- **Online Service LatinoConnect:** Send us a secure message or online chat within Support Hub Message Center.
- **Phone:** Call our Member Service Center at 919-595-1800
- **Branch:** Visit your local branch

Zelle® is intended for sending money to people you know and trust. Transactions authorized by you—even if induced by fraud—may not qualify as “unauthorized” under Regulation E. Always verify recipient details before sending funds.

## 12. Your Liability for Unauthorized Transfers

Your Liability. The following determines your liability for any unauthorized EFT (Electronic Funds Transfers) or any series of related unauthorized EFTs:

1. If you notify the Financial Institution within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
2. If you fail to notify the Financial Institution within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of: \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and the total of authorized EFTs which occur during the two (2) days before notification to the Financial Institution, provided the Financial Institution establishes that these EFTs would not have occurred had the Financial Institution been notified within that two-day period.
3. You must report an unauthorized EFT which appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
5. If you permit other persons to use the Service or your Password, you are responsible for any transactions they authorize from your accounts. If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE.
6. You may notify the Financial Institution by telephone, writing, or in person. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

Telephone Numbers and Addresses. In case of errors or questions regarding a transfer, call our Member Service Center at 919-595-1800, send us a secure message or online chat within Support Hub Message Center at LatinoConnect or visit your local branch. We must hear from you at the telephone number or support Hub Message Center at LatinoConnect or your local branch, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

Except as otherwise provided in this *Agreement*, neither we nor Zelle® shall have liability to you for any transfers of money under the Service, 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.

**NOTE:** The service is intended for sending money to family, friends and others whom you trust. You should not use Zelle® to send money to recipients with whom you are not familiar with or you do not trust. Neither we nor Zelle® 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 otherwise not what you expected).

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

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate and is not binding on us. You understand and agree that we have no control over the actions of others, or of other financial institutions, that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the recipient does not enroll with the Zelle® Transfer Service; or,

- the recipient does not enroll with the Zelle® Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a recipient cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the Transfer Transaction is not completed, we will notify you to contact your intended recipient.

If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject your request to initiate the Transfer Transaction.

Latino Community Credit Union is not responsible for delays, interruptions, or failures resulting from token transmission errors or other circumstances beyond its reasonable control. You may update or unenroll a token-linked account by using available self-service features in our Online Services LatinoConnect.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any recipient or from a recipient's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that recipient or customers of that institution.

#### 14. Fees

Latino Community Credit Union does **not charge a fee** to use Zelle® through our Online Services LatinoConnect. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Account fees may also apply to your account(s) that you use for the Transfer Service.

Please refer to our Fee Schedule and Charges for a complete list of applicable account fees. We reserve the right to modify our fee structure at any time, and we will notify you of any changes as required by law.

#### 15. Use of Our On-line Financial Institutioning Site and/or Mobile App

You agree to access this website and/or mobile app LatinoConnect in compliance with our Online Service Agreement, which are available at <https://latinoccu.org/wp-content/uploads/2026/05/Online-Services-Agreement.pdf> and incorporated into and made part of this Agreement by this reference.

#### 16. Cancellation of the Service

You may cancel your use of Zelle® at any time by contacting Latino Community Credit Union through one of the following methods:

- **Online Service LatinoConnect:** Send us a secure message or online chat within Support Hub Message Center.
- **Phone:** Call our Member Service Center at 919-595-1800
- **Branch:** Visit your local branch

By canceling the Service, any Pending, Repeating and Future Dated transfers, will also be terminated, however any transfer that is In Process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

#### 17. Right to Terminate Access

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service in whole or part, at any time for any reason without prior notice,

including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when you no longer have an eligible Exchange Financial Institution Account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your Financial Institution Account is not in good standing, that account will not be eligible to be used in Zelle® transactions. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in Zelle® network or with a particular financial institution at any time.

#### **18. 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, 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.

#### **19. 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 ZELLE®'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, 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).

#### **20. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this *Agreement*, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network 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 the terms of this *Agreement*.

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

This Agreement and its enforcement shall be governed by the laws of the State of North Carolina, without regard to any choice of law provision, and shall inure to the benefit of our successors and

assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Service shall be governed by laws of the applicable account agreements. We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

## **22. Miscellaneous**

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding US Financial Institution holidays.

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