

## **Zelle® Network® Standard Terms**

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

1. Estacado Federal Credit Union (EFCU) has partnered with the Zelle® Network® (“Zelle®”) to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle®, 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 described in these terms (the “Service”). We will refer to financial institutions that have partnered with Zelle® as “Network Financial Institutions.”
2. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transferred by a Network Financial Institution.
3. 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 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 members 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 use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle® tag. Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. 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.

We may amend the terms of this Agreement at any time. If we make a material change, we will provide notice to you as required by applicable law. Your continued use of the Zelle® Service after the effective date of any amendment will constitute your acceptance of the amended terms. If you do not agree with the changes, you may discontinue your use of the Service before the effective date of the amendment.

To use the Zelle® Service, you must link a valid U.S. financial institution account to a token, such as a mobile phone number or email address. You agree that we may use the tokens you provide to identify you and route payments to and from your linked account. Each token may be linked to only one account at a time within the Zelle® Network. We may restrict or remove tokens that appear to be duplicative, fraudulent, or otherwise inconsistent with the Network Rules.

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

By accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our standard processes and procedures, which may include, without limitation, the following:

1. As necessary to resolve a problem related to a transfer or payment between you and another User;
2. To verify the existence of your bank account, or debit card, as applicable;
3. To comply with government agency or court orders;
4. To our affiliates, as permitted by law;
5. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
6. To comply with inquiries in connection with fraud prevention or any investigation;
7. For our general business purposes, including without limitation data analysis and audits; or

8. As otherwise permitted by the terms of our Privacy Policy.

While using Zelle®, with your prior permission, the EFCU may collect or access pictures and other information from your device's Contacts, Camera, and Photos.

Any information collected is used to provide features of the Zelle® service and/or to improve and standardize the user experience. The information may be uploaded to our servers, or it may be simply stored on your device.

You can enable or disable access to this information at any time, through your device settings.

#### **4. Privacy, User, and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Notice at <https://www.estacadofcu.com/pdf/privacy.pdf>, which is incorporated into and made a part of this Agreement 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. See Zelle®'s Privacy Policy at [zellepay.com/privacy-policy](https://zellepay.com/privacy-policy) for how it treats your data.

#### **6. Enrolling for the Service**

1. 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 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.
2. Once enrolled, you may:
  1. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  2. 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."

3. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 6 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.
4. 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 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®.
5. If you enroll for the Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.

## **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, 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. Your further acknowledge and agree:

1. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message Please check your mobile service agreement for details or applicable fees.

2. You will immediately notify us if any email address or mobile phone number you have enrolled in or is used as a Contact Method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you. For your security, if we notice changes to your email or mobile number, or we are unable to deliver notifications, we may delete them and notify you.
3. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the 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.
4. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to or contact our member service at or [contactus@estacadofcu.com](mailto:contactus@estacadofcu.com). You expressly consent to receipt of a text message to confirm your “STOP” request.
5. Supported Carriers: AT&T, T- Mobile, Verizon, or any other branded wireless operator.

## **8. 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 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 this Agreement 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) this Agreement, 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. 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 MAY BE AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US AT TO DISPUTE A TRANSACTION.

NEITHER WE NOR ZELLE GUARANTEES PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES FOR WHICH YOU PAID, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). 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 ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICE DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICE.

## **11. Send Limits**

For security reasons, we do not disclose send limits in this Agreement. Please contact us at 575-393-1596 for information regarding applicable send limits.

Transfers are limited by daily dollar amounts. The amount of your limit is established at our sole discretion. We may from time to time, at our sole discretion, modify the limit, the frequency, and the dollar amount of transfers you can make using the Service.

All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system. Note that the amount of money you can send a new recipient may initially be subject to lower limits; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.

At our discretion, we may refuse to process any transaction that exceeds any of your limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

## **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 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.

## **13. Transaction Errors**

In case of errors or questions about your Electronic Transfers, telephone us at 575-393-1596, email [contactus@estacadofcu.com](mailto:contactus@estacadofcu.com) or write us at: Estacado Federal Credit Union, 2220 North Dal Paso Street, Hobbs NM 88240, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem 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.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the disputed amount so that you will have the use of the money during the time it takes us to complete our investigation. These provisions are only applicable to online electronic funds transfers that are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, EFCU may rely on any exceptions to these provisions that are contained in Regulation E.

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

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. Immediately following your discovery of an unauthorized Zelle® Payment Service Payment Instruction, you shall communicate with us. You acknowledge and agree that time is of the essence in such situations.

Telephoning us is the best and fastest way of keeping your possible losses to a minimum. Furthermore, if any account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days for a transfer from a deposit account after a statement showing such a transfer was transmitted, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

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

If we do not complete a transfer or payment to or from a consumer deposit account in the correct amount or according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example:

1. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer.
2. The Service, your operating system or software, was not functioning properly at the time you attempted to initiate such transfer or payment, and it was evident to you at the time you began the transfer or payment.
3. Circumstances beyond our control, such as fires, floods, power outages, and other similar events out of our control.
4. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name and account number for your Pay To and Pay From Accounts registered with the Service, the email address or mobile phone number of the recipient for transfers you send, or transfer amount for a transfer you send.
5. The money in your account is subject to legal process or other claim.
6. There may be other exceptions not specifically mentioned.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

## **16. Fees**

You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed within the user interface of the Zelle® and Other Payment Services or elsewhere on our Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. You further acknowledge and agree that any applicable fees will be charged regardless of whether a payment instruction is completed, unless the failure to complete the instruction is solely due to our fault. This does not apply to use-based fees, such as Zelle® Payment Requests (if applicable). There may be charges for additional transactions or optional services. You agree to pay such charges and authorize us to deduct these amounts from your designated Eligible Transaction Account, including any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts (or other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees

and Internet service fees that may be assessed by your telephone or Internet service provider. If you do not pay our fees and charges for the Zelle® and Other Payment Services, including when we attempt to debit your Eligible Transaction Account for such fees and there are insufficient funds, we may, at our discretion, suspend or terminate your access to the Zelle® and Other Payment Services. You remain responsible for any outstanding amounts owed, and applicable collection or return item fees may be applied in accordance with your account terms.

## **17. Cancellation of the Service**

You may cancel your use of the Zelle® Service at any time by contacting us at 575-393-1596 or contactus@estacadofcu.com. Cancellation will not affect any transactions that we have already processed on your behalf. Upon cancellation, we may take steps to remove or deactivate your Zelle® tokens (such as email addresses or mobile numbers) to prevent future transactions.

## **18. 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. 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 the EFCU or Zelle to liability, reputational harm or brand damage, including but not limited to using the Service to request, send or receive money related to any illegal or brand damaging activities include, but are not limited to:

1. Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);
2. Firearms, ammunition, and other weapons;
3. Sexual activities or materials;
4. Pornography;
5. Materials that promote intolerance, violence or hate;
6. Ponzi schemes;
7. Traveler's checks, money orders, equities, annuities, or currencies;
8. Digital currencies such as bitcoins;
9. Terrorist funding;
10. Fraud, for example;
11. Unauthorized Payments that occur in instances of account takeover, lost/stolen debit cards, or account information, etc.;

12. Scams - Recipient convinces a Sender to send money with Zelle by (i). pretending to be or to represent another person or entity; or (ii). offering to provide a good, service, or additional funds while intending to provide nothing in return.
13. Money laundering
14. Use of the Zelle Payments Service in a manner for which it was not intended, or in a way that another member finds harassing or inappropriate (e.g., use of memo fields to communicate with another member with no intention of processing a Payment).

We may determine other eligibility criteria in our sole discretion.

## **19. 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 PARTILAR 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.

## **20. 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 INACRACIES 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 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).

## **21. 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.

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

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

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.

## **23. 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 the control of us or Zelle®. Live member 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.

Any information collected is used to provide features of the Zelle® service and/or to improve and customize the user experience. The information may be uploaded to our servers, or it may be simply stored on your device.

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.

You can enable or disable access to this information at any time, through your device settings. 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 the Arbitration and class action waiver provisions against you.