

# Zelle Network® Standard Terms

## 1. Description of Services

We have partnered with the *Zelle Network* (“*Zelle*”) to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle*® or enrolled with another financial institution that partners with *Zelle* (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 (“Network FIs”).

*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 FI.

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. 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.

## 2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this agreement. You represent that you have the authority to authorize debits and credits to the enrolled 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 (“Prohibited Payments”).

We may modify this Service from time to time at our sole discretion. In the event of any changes, updates or modifications, you are responsible for making sure you understand how to use the Service, as modified. Except as otherwise required by law, we may also change the terms of this agreement at any time. If we do make changes, we will update this agreement, which can be viewed online. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Vantage West Credit Union’s (Credit Union) Online Banking and this Service. Changes to fees or terms applicable to your accounts are governed by the agreement(s) otherwise governing your applicable accounts.

You agree that you are the legal owner of the accounts and other financial information which may be accessed via Online Banking. You agree not to misrepresent your identity or your account information and you understand that you are required to keep your personal contact information current and up to date for this purpose. You agree to keep the Credit Union informed of changes to your email address and other personal contact information on file. You also agree that you are an authorized user of the device on which the Service is running.

### **3. Consent to Share Personal Information (Including Account Information)**

Please refer to the Credit Union's [Privacy Policy](#).

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

We make security and the protection of your information a top priority. You can access the Credit Union's [Privacy Policy here](#) or on the Credit Union website. The Privacy Policy is incorporated into and made a part of this agreement by this reference.

#### **User Security**

You agree to take every precaution to safeguard and ensure the safety of your identity, accounts, transactions and confidential user access credentials and passwords when using the Credit Union's Online Banking. You agree to never give your personal information, account information, or user access credentials and passwords to anyone you do not know, whose identity you cannot verify, and who are unauthorized to conduct transactions on your account(s). If you give your personal information or user access credentials to someone and that person uses your information to access your account(s), you agree that such use will be deemed authorized and you will be responsible. You agree that you will also be liable for all transactions performed by such individual(s), as allowed by law. The Credit Union reserves the right to rely upon the access of Online Banking, using the user access credentials you provide as legitimate. The Credit Union will never contact you and ask you to give us your account information, including user names, personal identification numbers, and account numbers, over the phone, by email, or by text message. You agree not to disclose your personal information and account information to unknown persons through these or any other channels for any reason. You agree to remain vigilant for phishing and other fraudulent scams and to notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your accounts, or the Credit Union. If you fail to exercise reasonable care to protect your identity and safeguard your accounts, we will not be liable unless required by law. For added security, you agree to not leave your device unattended while logged into Online Banking and you will log off immediately at the completion of each access. Please note that once you are logged into Online Banking using your password, we will act on any instructions received by you. You are ultimately responsible for keeping your user access credentials and account information confidential. The Credit Union and/or Licensor will not be liable for any damages or losses as a result of your failure to comply with this agreement.

### **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 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. See Zelle's [Privacy Policy](#) at [zellepay.com/privacy-policy](http://zellepay.com/privacy-policy) for how it treats your data. You can review The Credit Union's [Privacy Policy](#) on the Credit Union's website.

### **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 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.

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a device to use this Service. You may also use a mobile phone application

developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Credit Union is also not responsible for viruses or related problems associated with use of these online systems.

Once enrolled, you may:

- authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- 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, 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 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*.

## 7. Consent to eMails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, 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, mobile phone number 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 who are sending you money or requesting money from you, and from other Network FIs or their agents regarding the Services or related transfers between Network FIs 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 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 53608. For help or information regarding text messaging, send HELP to 53608 or contact the Credit Union's customer service at (800)-888-7882. You expressly consent to receipt of a text message to confirm your "STOP" request.

- Supported Carriers: All Major Wireless Carriers

## 8. Receiving Money; Money Transfers by Network FIs

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the 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 FIs, 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.

## 9. Sending Money; Debits by Network FIs

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 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 FI, the money is sent directly to their 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 FIs, 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 FI, 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 FIs or other 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 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).

### **Credit Union Liability**

If we do not complete a transfer to or from your account on time or in the correct amount as according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or user instructions for making transfer transactions.
- If your device fails or malfunctions or Online Banking was not properly working and such problem should have been apparent when the transaction was attempted.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct, and current instructions so that we can process a transfer.
- If the error was caused by a system beyond our control, such as that of your Internet service provider.
- If there are other exceptions, as reasonably established from time to time.

## **11. Send Limits**

You may transfer up to \$1,000 per transaction, \$1,000 per 24 hour period, \$2,000 per week, and no more than \$8,000 per calendar month, limitations may apply. You may complete no more than 3 transfers within a 24 hour period, no more than 6 transfers per week, and no more than 24 transfers per rolling 30 day period. The Credit Union may establish a limit on the number of transfers and on the total dollar amount of transfers that can be attempted or completed in one day or within a rolling 30 day period. We may modify the amount and frequency of transfers at any time for security reasons or due to account activity. We may block certain transactions for security purposes. If your transaction is blocked, it is your responsibility to contact Vantage West Credit Union for additional information. Blocked transactions will not be processed and you must reinitiate the payment.

Transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. Please refer to the Credit Union's Fee Schedule for current fee information. You may be denied service for insufficient funds in your account and charged a fee. You will be responsible for any other transaction fees that apply to your account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of transfers allowed. Your financial institution may also charge a transaction fee.

## 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 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 us, *Zelle*, its owners, directors, officers, agents and Network FIs 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 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, contact The Credit Union at (800) 888-7882 or write us at Vantage West Credit Union, PO Box 15115, Tucson, AZ 85708.

We must hear from you no later than 60 days after the date we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 provisionally 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.

## 14. Your Liability for Unauthorized Transfers

If you disclose your password to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using *Zelle*, as well as transactions authorized by any party to whom you have disclosed your password.

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

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

- If you tell us within two Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.
- If you do NOT tell us within two Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your password, tell us at once. If you do not tell us within 60 days after the statement was made available or transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking your money if you had told us on time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

You may notify us by telephone or in writing at:

- (800) 888-7882
- Vantage West Credit Union, PO Box 15115, Tucson, AZ 85708
- [In-person at branch locations](#)

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

## 15. Liability for Failure to Complete Transfers

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

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

## 16. Fees

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

Transfers may overdraw your account and could result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account and charged a fee. You will be responsible for any other transaction fees that apply to your account.

## **17. Use of Our Online Banking Site and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our [Online Banking Agreement and Disclosure](#),

## **18. Cancellation of the Service**

If you wish to cancel the Service, please contact the Member Solutions Center at [\(800\) 888-7882](#) or send a secure message or live chat on your Credit Union Online Banking application. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this agreement.

## **19. Right to Terminate Access**

In the event you violate any terms of this agreement, there are unauthorized fraudulent transactions related to your funding account, deposit account or use of the transfer service, or we incur problems with your use of the transfer service, you agree that we may suspend or terminate your access to the transfer service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Service participants, suspend or terminate:

- The transfer service;
  - Your ability to send or receive funds through a transfer transaction;
  - Your ability to send funds through a transfer transaction, while continuing to permit you to receive funds through a transfer transaction;
  - Your ability to request funds from another Member; or
- Your ability to receive requests for funds from another Member.

## **20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES



NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **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 FIS 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 FIS' 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 this agreement you agree to indemnify, defend and hold harmless us, Zelle, its owners, directors, officers, agents and Network FIs 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.

You agree to defend, indemnify, and hold the Credit Union, and its officers, directors, and employees harmless from and against any and all costs, liabilities, losses and expenses including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any Participant relating to: (a) a breach or alleged breach by you or any of your representations, warranties, covenants, or obligations hereunder, (b) your use, misuse, or failure to use the Service or (c) infringement or misappropriation of any Intellectual Property or the Intellectual Property rights of any third party by you.

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

### **Severability**

This agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the State that is specified in your Membership and Account Agreement for governing your eligible transaction accounts. Any action between us shall be subject to the jurisdiction and venue provisions of that agreement which are hereby incorporated into this agreement.

If any provision of this agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect, and such invalid, illegal or unenforceable provisions shall, to the extent permitted and possible, be deemed replaced by

a provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable provision.

### **Disclaimer Warranty**

To the maximum extent permitted under applicable law and except as otherwise expressly set forth herein, this Service is provided as-is, without warranty of any kind. Please understand that the Credit Union does not guarantee that your device or wireless service provider will be compatible with Online Banking. It will be your responsibility to ensure that your device is protected from harmful components which could result in damage to your phone or device and damage that could result in information being intercepted by a third party.

The Credit Union is not responsible or liable:

- For any indirect, incidental, special or consequential damages as a result of malware, viruses or other harmful components.
- If any nonpublic personal information is accessed via Online Banking due to any virus or other malware residing in or being contracted by your device at any time, from any source.
- For errors or delays or your inability to access the Service that is caused by your device or Internet service provider.
- For the cost of upgrading your device in order to remain current with the Service.
- Any damage to your device or the data within.

To the maximum extent permitted under applicable law, under no circumstance will the Credit Union be liable to you or any third parties for any indirect, special, incidental, consequential, or punitive damages of any kind or for any matter arising from or relating to this agreement, the Service or any updates provided including, without limitation, your use of or inability to use the Service, regardless if such liability is asserted on the basis of contract, tort, even if the Credit Union was informed of the possibility of such damages.

## **24. Miscellaneous**

Subject to the terms of this agreement, this Service is 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 8:00 AM to 6:00 PM; Saturday 9:00 AM to 1:00 PM, Arizona Time, excluding holidays recognized by the Credit Union.

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