

Zelle Network® Standard Terms

This Zelle Network® Service Agreement (the “Agreement”) governs the use of the Service (defined below). Through this Agreement, the terms “we”, “our”, “us” or “Credit Union” refer to AERO Federal Credit Union. The words “you” or “your” mean each person who is agreeing to these terms; and “Zelle” shall mean the Zelle® Network.

1. Description of Services

- a. 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 Banks.”
- 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 Bank.
- 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 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 Credit Union 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.

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 bank 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.

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 AERO Federal 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)

By accepting this Agreement, you consent to our disclosure of your personal information (including, but not limited to, your name, address, mobile or other telephone number, email address and Credit Union account information) to Zelle, other Network Banks or other third parties in accordance with our Privacy Policy. This information will be for the purposes of processing payment transactions, as well as for investigations related to payment transactions or alleged or suspected fraud with regard to payment transactions.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access the Credit Unions [Privacy Policy here](#) or at the Credit Union Website. The Privacy Policy 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 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](http://www.zellepay.com/legal/website-privacy-notice) at www.zellepay.com/legal/website-privacy-notice 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

- 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®.

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 Banks or their agents regarding the Services or related transfers between Network Banks 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. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact the Credit Union's customer service at 1-800-284-0633 or 623-334-4701. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Only US carriers are supported for the Zelle Services.

8. Receiving Money; Money Transfers by Network Banks

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® and the other Network Banks, 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 Banks

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. 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 Bank, the money is sent directly to their bank 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 Banks, 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 Bank, 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 Banks 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.

You agree that you, not we or Zelle are responsible for resolving any payment or other disputes that you have with any other User with whom you send money to or receive or request money from using this Service.

11. Send Limits

Transfers from your Credit Union account can be made in any amounts from \$1 up to \$2,000 with an aggregate of \$2,000 per day. We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using Zelle without prior notice to you, unless otherwise required by applicable law or regulation. At our discretion, we may refuse to process any transaction that exceeds your individual limits or to protect the security of your account and/or the transfer system. 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 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 Banks 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 if you have questions about electronic transfers. Call us at (623) 776-4771 or toll-free at (800) 284-0633 or emailing us at accounting@aerofed.net or write us at 5811 W. Talavi Blvd., Glendale, AZ 85306 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.

- Tell us your name and account number.
- 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.
- 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 after we hear from you and will correct any error promptly. If We need more time, however, we may take up to 45 days to investigate Your complaint or question. If We decide to do this, we will credit your account within 10 business days 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.

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 we have credited your account with funds while investigating an error, we will charge your account for those funds if we conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to your account was made and all references to 45 business days will be 90 business days if your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to your account was made.

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. If You believe that an electronic fund transfer has been made without Your permission using information from Your check. 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, if applicable).

If You tell Us within two business days after You learn of the loss or theft of Your Card or PIN, you can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission.

If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00.

Additionally, if your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, you will tell Us at once. If you fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, you may not get back any money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time.

If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, we will extend the time periods.

You may notify us by telephone or in writing at:

- (623) 776-4771 or toll-free at (800) 284-0633
- 5811 W. Talavi Blvd., Glendale, AZ 85306
- [In-person at branch locations](#)

15. Liability for Failure to Complete Transfers

If We do not properly complete a transfer to or from your account according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- your account does not contain enough money to make the transfer through no fault of ours;
- 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;
- circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken;
- If the transfer is delayed or canceled for any of the reasons described in other Sections of this agreement.

16. Fees

There is currently no fee from us to use the Service. However, if we process a transfer in accordance with your instructions that overdraws your Credit Union account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of our Account Agreement and Disclosures. You will be responsible for paying any telephone company or utility charge and/or internet access service fees incurred while using telephone lines and/or internet access services to connect with the Service. Fees are subject to changes from time to time upon notice to you as may be required by law.

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

You understand and agree that your use of the Service through AERO Federal Credit Union's online banking or the Credit Union's mobile app, is subject to the terms and conditions of this Agreement and our Account Agreement and Disclosures and are incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

You may cancel the Service by contacting us at (623) 776-4771 or toll-free at (800) 284-0633 or emailing us at accounting@aerofed.net or write us at 5811 W. Talavi Blvd., Glendale, AZ 85306. By cancelling the Service, 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 any 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.

We reserve the right to cancel the Service at any time. Where possible, notice will be given at least 30 days in advance to the change.

19. Right to Terminate Access

In addition to the other suspension or termination rights listed under this Agreement, we reserve the right to suspend or terminate this Agreement and your use of the Zelle Service if, in our sole discretion, (i) you violate the terms of the Agreement, (ii) you fail to meet any requirement that either we or Zelle imposes with regard to either your enrollment information or any required update of your enrollment information, or (iii) you are suspected of conducting, or have conducted, unauthorized or fraudulent transactions using the Zelle Service or have conducted Zelle transactions that otherwise violate applicable law.

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, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS 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 BANKS 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 Zelle®, its owners, directors, officers, agents and Network Banks 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.

You further acknowledge and agree that for any claims or disputes you assert against Zelle and Early Warning Services, LLC, Zelle and Early Warning Services, LLC are entitled to enforce this provision against you.

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, 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 Thursday, 8:30 AM to 5:00 PM, and Friday, 8:30 AM to 6:00 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.