

# Zelle Network® Terms of Service

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This Zelle Network® Terms of Service Agreement (“Agreement”) governs the use of the Service (defined below). As used herein, the terms “we,” “our” or “us” means TFCU Federal Credit Union; “you” or “your” means the individual member who is agreeing to these terms; and “Zelle” shall mean the Zelle Network.

This Agreement is a contract between you and us in connection with the Zelle Services defined herein. In addition to this Agreement and in connection with your use of the Service, you may be subject to, and/or required to agree to, membership agreements, account agreements, guidelines, rules, schedules, disclosures, disclaimers and other terms that we have previously provided to you or otherwise make available to you from time to time (collectively “Additional Agreements”). All such Additional Agreements are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings, or other deposit accounts, loan, line of credit and credit card accounts, and any other accounts that you may access while using the Service; fee schedules; and Account Agreement Disclosure (“Membership Agreement”). If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement, the terms and conditions of the specific Service shall govern as to that particular Service unless expressly stated herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

## 1. Description of Services

You understand that the use of this Service (defined below) is optional and is offered as a benefit of membership with us. You understand that your use of the Service is subject to the terms and conditions set forth in this Agreement. By using this Service, you agree to and accept the terms and conditions contained herein. We reserve the right to amend these terms and conditions at any time, and your continued use of Zelle shall be deemed your acceptance of the amended terms and conditions.

- a) We have partnered with 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, “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.
- d) This Service is for use with a consumer account only. Note, you may send and receive transfers to individual consumers and small businesses who are Users. You may also receive transfers from other businesses, government agencies, and entities (“Commercial Users”); however, you will not be able to send transfers or request transfers from Commercial Users.

## 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 and any amendments subsequently made thereto at our sole discretion and without notice to you unless legally

obligated to provide such notice. To be eligible to enroll for the Service, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you are at least 18 years of age; (iii) you maintain one active Account with us for no less than 60 days and that such Account is in good standing pursuant to our Membership & Account Agreement; (iv) you have the authority to authorize debits and credits to the enrolled Account you maintain with us; (v) you use and maintain a verified email address in connection with the Service; and (vi) you have previously enrolled in our Online Banking platform.

You agree that you will not use the Service to send money to anyone 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.

The Service is intended for personal use, and not for 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, commercial, or unlawful purposes.

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

You consent to us sharing your personal information, which may include Account information, for any reason related to this agreement and your membership with us, including, but not limited to, the following:

- a) As necessary for Network Banks to complete transfers;
- b) As necessary to resolve a problem related to a transfer or payment between you and another User;
- c) To verify the existence of your Account, or debit card, as applicable;
- d) To comply with government agencies, court orders, or other legal processes;
- e) To verify your identity for purposes of compliance with applicable laws, including, without limitation, the USA PATRIOT Act;
- f) To comply with inquiries in connection with fraud prevention or investigations;
- g) For our general business purpose, including, without limitation, data analysis and audits;
- h) As otherwise permitted by the terms of our privacy policies and notices, which may be viewed on our Privacy Page; or
- i) If you give us prior verbal or written permission.

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

We make your security and the protection of your information a top priority. You may access our Privacy Notice by visiting [TTCU.com/online-privacy-policy](https://TTCU.com/online-privacy-policy), which is incorporated into and made part of this Agreement by 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 use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to TTCU Federal Credit Union or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See Zelle's Privacy Policy at [zellepay.com/legal/legal-and-privacy](https://zellepay.com/legal/legal-and-privacy) for how it treats your data. You may access our Privacy Notice by visiting [TTCU.com/online-privacy-policy](https://TTCU.com/online-privacy-policy).

### **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.

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 12 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 with 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 enrolling to use the Service and 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 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, *Zelle*, or 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, fees or charges for short message service. Please check your mobile service agreement for details or applicable fees as message and data rates may apply.
- 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.

To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 1-800-234-8828. You expressly consent to receipt of a text message to confirm your "STOP" request. PLEASE NOTE THAT THIS TEXT MESSAGING CANCELLATION PROCESS APPLIES ONLY TO TEXT MESSAGES RECEIVED IN CONNECTION WITH THE *ZELLE* P2P SERVICE. THIS CANCELLATION PROCESS DOES NOT APPLY TO ANY CONSENT TO RECEIVE EMAILS OR AUTODIALED TEXT MESSAGES YOU PROVIDED OR WILL PROVIDE TO TTCU FEDERAL CREDIT UNION IN CONNECTION WITH ANY CURRENT OR FUTURE ACCOUNTS, OR OTHER PRODUCTS AND/OR SERVICES OTHER THAN THE *ZELLE* P2P SERVICE.

## **8. Receiving Money; Money Transfers by Network Banks**

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 bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances in which 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 ( e.g., 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. You understand and acknowledge that we have no control over the actions of other Users or other Network Banks that could delay or prevent a transfer of money to you.

## **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 so long as the recipient's email address or U.S. mobile number is already enrolled with *Zelle* or a Network Bank; 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. 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 ( e.g., email, text 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**

To the fullest extent permitted under applicable law, 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. NEITHER WE NOR *ZELLE* OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

**YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENTERING THE CORRECT MOBILE PHONE NUMBER OR EMAIL ADDRESS FOR THE PERSON THAT YOU ARE SENDING MONEY TO OR REQUESTING MONEY FROM, AND THAT YOU, NOT WE OR ZELLE OR OTHER NETWORK BANKS, ARE RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOUR ENTERING THE INCORRECT MOBILE NUMBER OR EMAIL ADDRESS.**

**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 THE SERVICE.**

## **11. Send Limits**

For security reasons, we do not disclose send limits in this Agreement. Please contact us at 800-234-8828 for mobile information regarding applicable send limits.

Transfer limits applicable to Users of other Network Banks are governed by the User's Network Bank. Transfer limits applicable to Users who use the separate *Zelle* service website or mobile app are governed by *Zelle's* separate service agreements. You understand that if you use the separate *Zelle* transfer service website or mobile app, you may be subject to lower limits than those applicable to you using the Service hosted directly by us.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Service. All transfer limits are subject to temporary reductions to protect the security of accounts and/or the Service.

## **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**

It is your responsibility to review all details of the transaction prior to initiating the transfer and to ensure such details are accurate. If you believe an unauthorized transaction was made in any activated account in connection with any Service, call us immediately at 1-800-234-8828 or by writing us at TTCU P.O. Box 47750, Tulsa, OK 74147. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your written notice:

- A. Tell us your name and account number;
- B. 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; and
- C. Tell us the dollar amount of the suspected error.

If you tell us verbally, 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 use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question into writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decided 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.

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

**IF YOU WILLINGLY SHARE YOUR CREDENTIALS AND PERMIT OTHER PERSONS TO TRANSACT ON YOUR ACCOUNT USING ZELLE, YOU ARE SOLELY RESPONSIBLE FOR ANY TRANSACTION THEY AUTHORIZE FROM YOUR ACCOUNT.** If you authorize other persons to use your User ID or password, you are responsible for all requests and *Zelle* transfers they make from your Enrolled Accounts. You are liable for all transfers that you make or are made by any such person, even if such person exceeds the authority you gave them, until you notify us that the other person is no longer authorized.

Tell us AT ONCE if you believe that your password has been stolen, someone has logged in to the Account Center without your permission, or a *Zelle* transfer has been sent from your Account without your permission, by calling us at 1-800-234-8828, or by writing us at TTCU P.O. Box 47750, Tulsa, OK 74147. Calling is the best way of keeping your possible losses down. Also, if your statement shows *Zelle* transfers that you did not make or authorize someone else to make, tell us AT ONCE. If you do not tell us within 60 days after the statement mailing date, you may not get back any of the money you lost. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the notification time period.

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

We shall have no liability for any transfers which were not successfully completed. Our sole responsibility for an error in a transfer will be to correct the error; however, if the error was not solely made by us, we shall have no liability. You understand and agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, us, or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use or maintenance of the equipment, software, online access services, or Internet browser or access software. In states that do not allow the exclusion of limitation of such damages, our liability is limited to the extent permitted by applicable law.

Notwithstanding anything herein to the contrary, we will not be liable for the following:

- a) If, through no fault of ours, you do not have adequate funds in an account to complete a transaction.
- b) If you have not properly followed any applicable instructions for making *Zelle* transfers, including, but not limited to, computer, Internet, or TTCU instructions..
- c) If the intended recipient of a transfer is not enrolled as a User with the *Zelle* P2P or a Participating Bank.
- d) If your mobile device fails or malfunctions or if our Online Banking system was not properly working and such a problem should have been apparent when you attempted such a transaction.
- e) Circumstances beyond our reasonable control (such as fire, hurricane, flood, telecommunication outages, equipment, or power failure prevent the transaction).
- f) If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- g) If the error was caused by a system beyond our reasonable control, such as your Internet service provider.
- h) If the transfer would have violated laws, governmental regulations, or the terms of the *Zelle* Agreement with you.

There may be other exceptions not stated in this *Zelle* Agreement.

## 16. Fees

We currently do not charge any service fee for your use of the *Zelle* Service. We reserve the right to charge a fee in the future for any *Zelle* Service, and we or *Zelle* may develop new uses or additional services for which a fee may apply. If we process a transfer in accordance with your instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft to the extent permitted and in accordance with the terms of your Membership Agreement and any optional overdraft services for transfers in which you are enrolled. You understand and agree that we will not be liable for a failure to pay any transfer request that is not drawn against available funds credited to the designated account.

You understand and agree that we have no responsibility for any fees that any other Network Bank or your mobile carrier may charge you in connection with your transactions.

You are responsible for paying all fees associated with your use of the Service, including but not limited to telephone access fees and internet service fees, assessed by your telephone and internet service provider. Any financial fees associated with your Account will continue to apply.

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

You agree to access this website and/or mobile app in compliance with our Online Banking Agreement Terms and Conditions, which are available at [TTCU.com/onlinebankingagreement](https://www.ttcu.com/onlinebankingagreement) and incorporated into and made part of this Agreement by this reference.

## 18. Cancellation of the Service

You may cancel the Service by calling 800-234-8828. By cancelling the Service, any pending transfers, will also be terminated, however any transfer that is in process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of Service fees, if any apply. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

## 19. Right to Terminate Access

In the event (i) you violate any terms of this Agreement or any other agreement with us, (ii) there are unauthorized or fraudulent transactions related to any of your accounts with us, or the use of the Service, or (iii) we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time.

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

- a) the Service,
- b) your ability to send or receive funds through the Service,
- c) your ability to send funds through the Service, while continuing to permit you to receive funds through the Service,
- d) your ability to request funds from another User, or
- e) your ability to receive requests for funds from another User.

## 20. Arbitration and Class Action Waiver

**PLEASE REVIEW THIS PROVISION CAREFULLY. You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement, the *Zelle* Service, or the Enrolled Account and credit issued thereunder (individually and collectively, a "Claim").** This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. If arbitration is chosen by any party, the following will apply:

- a) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE

#### ARBITRATION RULES.

- b) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.
- c) The arbitration will be performed in accordance with this Section 20 (Arbitration and Class Action Waiver) and the rules of the chosen arbitrator in effect when the Claim is filed.
- d) Other rights that you would have if you went to court might also not be available in arbitration.

If arbitration is elected, any claim will be resolved pursuant to this provision and the American Arbitration Association ("AAA") rules and procedures ("Rules") in effect at the time the claim is filed. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us.

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U. S. C. §§ 1 et seq., as amended ("FAA"). The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which will reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

You may obtain rules and forms for the AAA by contacting the AAA at 1-800-778-7879 or [www.adr.org](http://www.adr.org).

Unless inconsistent with applicable law, each party will bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration. We will also pay any fees or expenses that applicable law requires us to pay.

This provision will survive termination of your Account. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the AAA Rules and this arbitration provision, this provision will govern.

## 21. Disclaimer of Warranties

THE SITE AND ZELLE AND OTHER PAYMENT SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ZELLE AND OTHER PAYMENT SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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.

## 22. Limitation of Liability



THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE AND OTHER PAYMENT SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ZELLE AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *ZELLE*, OUR RESPECTIVE 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 OR RELATED TO (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 LIABILITY OF THE NETWORK BANKS 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).

### **23. Indemnification**

**You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to, arising out of or relating to your breach of this Agreement and/or your use of the Site or the applicable Service.**

**You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment 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 attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.**

### **24. Governing Law; Choice of Law; Waiver of Jury Trial; Severability**

**THIS PROVISION LIMITS YOUR RIGHTS TO A JURY TRIAL. YOU SHOULD REVIEW THIS SECTION CAREFULLY. YOU KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY OF EACH AND EVERY ISSUE, CLAIM, COUNTERCLAIM, ACTION, CAUSE OR DISPUTE WITH US ARISING, IN WHOLE OR IN PART, FROM OR IN ANY WAY RELATING TO THE *ZELLE* SERVICE, THIS AGREEMENT OR ENROLLED ACCOUNT. SUBJECT ONLY TO THE RIGHT OF ARBITRATION SET FORTH IN THE ARBITRATION SECTION OF THIS AGREEMENT, ANY AND ALL SUCH DISPUTES MAY BE TRIED BEFORE A JUDGE ONLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF OKLAHOMA, THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH AND EVERY INSTANCE AND ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

This Agreement, and all disputes that arise out of or from or are related to the *Zelle* Service, shall be governed by the laws of the State of Oklahoma. Additionally, certain federal regulations and national and/or local clearing house rules may apply. You understand and agree that, subject only to the right of arbitration set forth in the Arbitration sections of this Agreement, the courts of the State of Oklahoma shall have jurisdiction of any dispute in connection with this Agreement.

You further agree that venue will be proper in the courts in the county and city of our office in Oklahoma where you signed the Signature Card(s) for your account(s), or, if you signed your Signature Card(s) outside the State of Oklahoma, in the courts in the county and city of our office in Oklahoma to which your Signature Card(s) was or were sent or otherwise delivered. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration. If a court, arbitrator, or other decisional authority determines or finds any part or provision of this Agreement illegal, invalid or unenforceable, you understand and agree that such determination or finding shall not render the remainder of the Agreement illegal, invalid or unenforceable, and that the remainder will be enforced and, if reasonably feasible, the offending provision shall be modified to make it valid and enforceable. If it is not reasonably feasible to modify the offending provision, then such provision shall be stricken and the remainder of the Agreement shall in all other respects remain valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## **25. Complete Agreement, Captions, and Survival**

You agree that this Agreement is the complete and exclusive statement of the agreement between us and you, sets forth the entire understanding between us and you with respect to the Zelle and Other Payment Services and the portion of the Site through which the Zelle and Other Payment Services are offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 3, 7, 10, 12, 13 through 16 and 19 through 26, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including, but not limited to, its member care personnel), the terms of the Agreement will prevail.

## **26. Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

## **27. Miscellaneous**

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

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