

ZELLE® AND OTHER PAYMENT SERVICES TERMS



ARMY
MARINE CORPS
NAVY
AIR FORCE
SPACE FORCE
COAST GUARD
VETERANS

A. Zelle® and Other Payment Services ESIGN Member Consent to Use Electronic Signatures and Documents

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES ABOUT THE ZELLE® AND OTHER PAYMENT SERVICES AND TO ENGAGE IN ZELLE® AND OTHER PAYMENT SERVICES TRANSACTIONS ELECTRONICALLY VIA DIGITAL BANKING.

PLEASE SCROLL TO READ THE FULL DISCLOSURE.

PLEASE USE YOUR DEVICE FUNCTIONALITY TO RETAIN A COPY OF THIS DISCLOSURE FOR YOUR RECORDS.

We are required to provide disclosures, notices, statements, and other communications to you related to Navy Federal's digital products and services, and you have the right to receive this information on paper. Navy Federal may provide this information to you electronically or digitally only if we provide this Zelle® and Other Payment Services ESIGN Member Consent to Use Electronic Signatures and Documents disclosure ("Zelle® ESIGN Disclosure") to you and obtain your consent to receive electronic disclosures and to conduct transactions electronically.

Agreement to Receive Communications in Electronic Form

By agreeing to this Zelle® ESIGN Disclosure, you consent to receive the following information electronically or digitally: the Zelle® and Other Payment Services Terms, any change in those terms, and any notices or communications related to the Zelle® and Other Payment Services and your Zelle® and Other Payment Services transactions. Your consent will remain in effect until you give us notice that you withdraw it. Even though you consent to receive information electronically, you can always obtain paper versions by request. We may charge you a reasonable fee for delivery of paper versions of information already provided electronically.

1. Form of Electronic Communications

We will provide information to you in electronic form by (1) email, (2) SMS text message, (3) Online Banking, or (4) the application.

2. Withdrawal of Consent

If you decide that you do not want to continue receiving information related to the Zelle® and Other Payment Services electronically, you can withdraw your Zelle® ESIGN Disclosure consent by calling Navy Federal at 1-888-842-6328 or by visiting a Navy Federal branch. Withdrawal of your Zelle® ESIGN Disclosure consent will be effective only after we have a reasonable amount of time to process the withdrawal.

Please note that withdrawing your Zelle® ESIGN Disclosure consent will result in termination of your access to the Zelle® and Other Payment Services, including the ability to initiate Zelle® and Other Payment Services payments on Navy Federal's Mobile or Online Banking platforms.

3. Updating Your Records

You agree to provide us with your valid email address and other contact information for purposes of receiving information related to the Zelle® and Other Payment Services. You can update your information through Digital Banking, or by contacting us at 1-888-842-6328. You may also write to us at Navy Federal Credit Union (EFT), P.O. Box 3001, Merrifield, VA 22119-3001.

4. Hardware and Software Requirements

We do not endorse a specific operating system or particular web browser. To receive and view information electronically related to the Zelle® and Other Payment Services, you must have one or more of the following:

- a valid email address;
- a current version (defined below) of a web browser;
- a current version of our Navy Federal application (via the App Store® or Google Play™);
- a connection to the internet;
- a current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader®, for viewing and retaining certain disclosures;
- a printer, if you wish to print your disclosures and retain your records in paper;
- the capacity to store information; and
- an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows®, MacOS®, iOS, or Android™) capable of supporting the above.

By “current version,” we mean a version of the software that is supported. We reserve the right to discontinue support of a current version of software for security or stability purposes. The following link includes more information on the operating systems and web browsers we currently support and related system requirements: [Software and Hardware Requirements](#). We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to the Zelle® and Other Payment Services. You should check the [Software and Hardware Requirements](#) page occasionally for updates on supported software. The Software and Hardware Requirements are available on the Browser Support page of **navyfederal.org**.

From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

5. Access to Your Disclosures

This disclosure, as amended from time to time, will remain available for viewing and printing at **navyfederal.org**.

6. Communications “in Writing”

All information provided to you in either electronic or paper format will be considered “in writing.”

7. Termination/Changes

We may discontinue the provision of information electronically or terminate or change the terms and conditions under which we

provide information electronically. We will provide you with notice of any such termination or change as required by law.

By providing your consent, you are confirming that you have the hardware and software necessary to receive information electronically and that you have a valid email address.

App Store and MacOS are trademarks of Apple, Inc., registered in the U.S. and other countries. Windows is a registered trademark of Microsoft Corporation in the United States and/or other countries. Google Play and Android are trademarks of Google LLC. Adobe Reader is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries. iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.

B. Zelle® and Other Payment Services Terms

1. Definitions

- a. “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. “Business Day” is Monday through Friday, except federal holidays.
- c. “Eligible Transaction Account” is a U.S. transaction account from which your payments will be debited or a U.S. transaction account to which payments and credits will be credited, that is eligible for the Zelle® and Other Payment Services.
- d. “Navy Federal,” “we,” “us,” or “our” refers to Navy Federal Credit Union and its affiliates and Service Providers.
- e. “Network Financial Institutions” means financial institutions that have partnered with Zelle®.
- f. “Payment Network” means a debit or credit payment network (such as the ACH Network, Visa®, or NOW payment network) through which funds may be transferred.
- g. “Payment Request” is when a User asks a Network Financial Institution to make a payment on his or her behalf under the Zelle® Payment Service or us through the Other Payment Services.
- h. “Service Provider” means companies that we have engaged (and their affiliates and subcontractors) to render some or all of the Zelle® and Other Payment Services to you on our behalf.
- i. “Site” means Navy Federal’s website (navyfederal.org) or Navy Federal’s mobile app.

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

2. Introduction

This document describes the terms and conditions of use of Navy Federal’s Zelle® service offering, which consists of two types of payment services: the Zelle® Payment Service and Other Payment Services (together, called the “Zelle® and Other Payment Services”). This is a contract (hereinafter “Agreement”) between you and

Navy Federal in connection with the Zelle® and Other Payment Services offered through the Site. This Agreement includes, and your use of the Zelle® and Other Payment Services is subject to, the terms of the [Important Disclosures \(NFCU 606\); Mobile Banking, Online Banking, and Bill Pay Terms and Conditions \(NFCU 652A\); and Debit Card Disclosure \(NFCU 210AB\)](#) that apply to your use of the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered.

3. Service Providers

We are offering you the Zelle® and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that Navy Federal has engaged such a Service Provider to render some or all of the Zelle® and Other Payment Services to you, Navy Federal would be the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Services, and Navy Federal would be solely responsible to you and any third party to the extent of any liability attached in connection with the Zelle® and Other Payment Services. You agree that Navy Federal has the right to delegate to Service Providers all the rights and performance obligations that Navy Federal has under this Agreement, and that the Service Providers will be third-party beneficiaries and entitled to all the rights and protections that this Agreement provides to Navy Federal.

4. Description of the Zelle® and Other Payment Services

We have partnered with the Zelle® Network® (“Zelle®”) to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle® with us, or with another financial institution that partners with Zelle® (each a “User”) using email addresses, mobile phone numbers, or other unique identifiers described below (“Zelle® Payment Service,” as further described below). Zelle® provides no deposit account, meaning you cannot establish a bank account with Zelle®. Zelle® facilitates the transfer of money by a Network Financial Institution; it does not transfer or move money. The Zelle® Payment Service enables you: (1) to initiate a payment from an Eligible Transaction Account to a person with an Eligible Transaction Account (“Eligible Person”) who is or becomes a User; and/or (2) to receive a payment from a User into an Eligible Transaction Account, in U.S. dollars.

THE ZELLE® AND OTHER PAYMENT SERVICES ARE INTENDED TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR WHOM YOU DO NOT TRUST.

In addition to the Zelle® Payment Service, we provide “Other Payment Services” under this Agreement. Other Payment Services are not sent via Zelle® and allow you to send money to people if you provide their Eligible Transaction Account information. Additionally, you can establish a one-time payment for a later specified date up to one (1) year in advance, and you can also establish a recurring series of payments on dates you specify. Except as otherwise stated in this Agreement, if the scheduling of future-dated payments and recurring payments is made using an email address or a U.S. mobile phone number for the recipient, on the payment date, the payment will be processed as part of the Zelle® Payment Service. If the scheduling of future-

dated payments and recurring payments is made using an Eligible Transaction Account number, on the payment date, the payment will be processed as part of the Other Payment Services.

The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Request from an Eligible Transaction Account to an Eligible Transaction Account; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, Zelle® payments may be made, accepted, or requested through other locations besides our Site, such as the Zelle® mobile application, and those payments shall be subject to the terms of other agreements. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available twenty-four (24) hours, seven (7) days a week with the exception of outages for maintenance or circumstances beyond the control of us or Zelle®.

The Zelle® Payment Service allows for the delivery of payments to Users through a Payment Network designed to deliver payments typically within minutes, although actual speed will vary. The Zelle® and Other Payment Services are not instantaneous, and your payment delivery speed is dependent upon several factors, including whether an activated debit card is associated with your Eligible Transaction Account, the funds availability policy of each financial institution, and Payment Network availability. Payments that are sent using the Other Payment Services typically will be sent within three (3) days or less or on a future date if designated by you on the Site.

5. Enrolling for the Zelle® and Other Payment Services

You must enroll to use your checking account with the Zelle® and Other Payment Services through the Site. In order to enroll for these Zelle® and Other Payment Services, you must have enrolled an email address that you regularly use and intend to continue using regularly and/or a U.S. mobile phone number that you intend to use for an extended period of time (i.e., no disposable or “burner” phone numbers) on our Site. You may not enroll in the Zelle® and Other Payment Services with a landline phone number, toll-free number, a Google Voice number, or Voice over Internet Protocol (VoIP). If at any time while you are enrolled, you do not send or receive money using the Zelle® and Other Payment Services for a period of eighteen (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, or we receive information that you are not the owner of the mobile number or email address, we may terminate your use of the Zelle® and Other Payment Services, and you will not be able to send or receive money with the Zelle® and Other Payment Services until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your 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 it with Zelle®. If you enroll for the Zelle® Payment Service and select to use a Zelle® tag, the mobile phone number

associated with your User profile will be used as a contact method for certain communications related to the Zelle® Payment Service and must meet the minimum requirements described herein.

When you enroll to use the Zelle® and Other Payment Services, or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® and Other Payment Services, you agree to the terms and conditions of this Agreement. You represent that you are at least eighteen (18) years of age and you have the authority to authorize debits and credits to your Eligible Transaction Account. You agree that you will not use the Zelle® and Other Payment Services 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 Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle® Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging, or potentially exposing us, Zelle®, or the financial system to risk.

The Zelle® and Other Payment Services are intended for personal, not business or commercial use, with the exception of certain businesses that have been approved by Zelle®. You agree that you will not use the Zelle® and Other Payment Services 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 Zelle® and Other Payment Services with your business account. We further reserve the right to suspend or terminate your use of the Zelle® and Other Payment Services if we believe that you are using the Zelle® and Other Payment Services for business or commercial purposes. Your enrollment may not be completed if we cannot verify your identity or other necessary information. By enrolling for the Zelle® and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau.

By providing us with names, bank account information, and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Services, you authorize us to follow the Payment Requests that we receive via the Other Payment Services.

Once enrolled, you authorize us to debit your checking account to send money to another Eligible Person either at your initiation or at the request of that User, and to credit your account when you 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 Payments." We do not guarantee the identity of any Users of the Zelle® and Other Payment Services, including recipients to whom you send payments or those sending money to you.

6. Sending Payments

The Zelle® and Other Payment Services are designed for you to send money to a person or a Zelle®-approved business, either at your initiation or in response to another User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further, you understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to this Agreement. You understand that when you initiate sending money using Zelle® and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. One-time payments that process immediately cannot be edited or canceled. You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Zelle® Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Section 11 below titled "Payment Cancellation, Stop Payment Requests, and Unaccepted Payments."

Payment Requests are processed in one of two ways: as Zelle® Payment Service payments or as Other Payment Services payments. For the Zelle® Payment Service, you can provide the recipient's email address, U.S. mobile telephone number. If the recipient maintains a bank account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the recipient regarding enrollment in Zelle® and receipt of payment (a "Two-Step Transfer"). If the recipient has already enrolled in Zelle®, then the recipient will receive a message regarding your payment, unless the recipient has opted out of receiving messages.

For Other Payment Services, you can provide the recipient's account and routing number, and other contact information for the recipient; such transactions are not sent via Zelle®.

By providing us with names, mobile phone numbers, email addresses and/or Zelle® tags of recipients to whom you wish to send a payment, you authorize us to initiate a payment through the Zelle® Payment Service. When we initiate a payment on your behalf, you authorize us to debit your Eligible Transaction Account for the amount of any such payment and to send funds to the Eligible Person's financial institution. If you have an activated Navy Federal Debit Card, your payment will be processed as a debit card transaction. If you do not have an activated Navy Federal Debit Card, your payment will be sent as an ACH transaction.

You acknowledge and agree that if your Payment Request identifies an account by account holder name and account number, the relevant financial institution may execute that Payment Request by reference to the account number only, even if such account number does not correspond to the account holder's name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account

numbers, outside of our obligations under the law to investigate errors. It is the responsibility of you and the recipient to ensure the accuracy of any information entered into the Zelle® and Other Payment Services (including, but not limited to, the amount of Payment Requests and name, mobile phone number, and/or email address for the recipient to whom you are attempting to send a payment), and for informing us as soon as possible if you or the recipient become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you or the recipient.

When you initiate a Payment Request to an Eligible Person whose financial institution receiving the funds requires an Eligible Person to affirmatively accept each payment, the recipient is not required to accept the payment. You agree that you will not hold us liable for any damages resulting from a recipient's decision to accept or not to accept a payment. If you are attempting to send money to another person using their routing and account information, the funds may be deposited directly into their account without them being notified by us or their financial institution.

For Zelle® Payment Service payments, as to eligible Persons not enrolled in Zelle®, you acknowledge and agree that when we begin processing the Payment Request, we will debit funds from your Eligible Transaction Account immediately, but we will begin the funds transfer process once the recipient has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the recipient has provided (or we otherwise obtain) all required information or up to fourteen (14) days. If we do not obtain all required information from the recipient in order to complete the Payment Request by the fourteenth (14th) day, we will return such funds to your Eligible Transaction Account.

We will use reasonable efforts to complete all your Payment Requests properly. If we do not complete a Payment Request on time (subject to the terms in this Agreement) in the amount you entered, or to the recipient you entered, as described in this Agreement, we will be liable for your losses or damages. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, you do not have sufficient funds in your Eligible Transaction Account, including overdraft protection you may have (Optional Overdraft Protection Service (OOPS) or Checking Line of Credit (CLOC)), or sufficient funds in your linked savings account to complete the Payment Request;
- The Zelle® and Other Payment Services are down or otherwise not working properly and you know or have been advised about the malfunction before you execute the Payment Request;
- The payment is refused as described below in Section 22 (Prohibited Payments);
- You have not provided us with the correct name, email address, mobile phone number, Zelle® tag, or account information of the recipient to whom you are initiating a Payment Request;
- Circumstances beyond our control (such as, but not limited to, fire, flood, Payment Network, or other financial institution issues) prevent the proper execution of the Payment Request; and/or

- The funds in your account are subject to legal process or holds, such as garnishment or attachment, or if the account is subject to a pledge or security agreement.
- a. Zelle® Payment Service.** You understand Zelle® Payment Service payments are electronic funds transfers using any debit card associated with your Eligible Transaction Account, including your joint account owner's debit card. All Navy Federal Debit Cards are issued in conjunction with United States domestic deposit accounts, not United States territory-based accounts. Your Eligible Transaction Account must have an activated debit card to send and/or receive payments via the Zelle® Payment Service. You also understand that when you send a payment via the Zelle® Payment Service, you will generally have no ability to stop it (you may be able to stop the payment from being sent if the payment is put in a pending status for some reason, for example, suspected fraudulent activity). For payments via the Zelle® Payment Service, you can initiate a Payment Request using the recipient's email address or mobile phone number, and the Zelle® Payment Service will validate the Zelle® payments eligibility of the recipient prior to transferring the funds. Not all financial institutions participate in the Zelle® Network and would not be able to participate in payments using Zelle®.

In most cases, when you are sending money using a Zelle® payment, the payment will arrive in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, and the other Network Financial Institutions, and other Zelle® users, we may need additional time to verify the identity of the Users. If you are attempting to send money via the Zelle® Payment Service to someone who has not enrolled as a User with either Zelle® or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. A Zelle® Payment Service transfer may take up to three (3) Business Days from the day the intended recipient responds to the payment notification by enrolling as a User. You agree that you as a Sender will not hold us liable for any damages resulting from a recipient not enrolling in Zelle®. If they fail to enroll with Zelle®, or otherwise ignore the payment notification, the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you by email or text message and may request you or the recipient to take additional action. Neither we nor Zelle® have control over the actions of other Users, or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User. If your Payment Request is not eligible for Zelle®, including if you have reached your 30-Day Limit, the Site will not display "Send Now".

- b. Other Payment Services.** For Other Payment Services, you understand and agree that when you initiate a Payment Request from an Eligible Transaction Account, the payment will either be an ACH or debit card transaction, which will debit your Eligible Transaction Account as early as the day you initiate the payment. Other Payment Services will generally be sent as debit card transactions. If you do not have an activated debit card, they will be sent as ACH transactions. Other Payment Services may also be sent as ACH transactions to prevent fraud or comply with regulatory requirements. However, you and the recipient should not expect the payment

to be transferred to the Eligible Person's account any earlier than the next Business Day after you initiated the Payment Request. If you request a one-time Payment Request to be initiated on a specified date or a recurring series of Payment Request to be initiated on specified dates, then the processing of the Payment Request(s) will begin on the specified date(s) and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the recipient should not expect the funds to be transferred into the recipient's bank account any earlier than the next Business Day following the specified date. In addition, the deposit of the funds into the recipient's bank account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the recipient has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to a recipient's bank account.

- c. Overdraft Protection.** It is important to understand that your checking account has two kinds of balances: the Available Balance and the Current Balance.

The Available Balance indicates the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending transactions that have been authorized but may not yet have been processed (posted), such as Zelle® transactions and debit card Point of Sale (POS) transactions, online transfers, automated teller machine (ATM) transactions, or pending deposits, but does not include items such as scheduled Bill Pay transactions, deposits with holds on them, and checks that you have written but that have not yet cleared your account.

The Current Balance is calculated after all transactions have posted to your account after the end of the Business Day (Eastern Time). We first process (post) all money coming in to your account (credits, deposits, etc.). See Funds Availability Policy (NFCU 668) and the Mobile Check Deposit User Agreement at navyfederal.org. After those are processed, we process (post) all money coming out of your account (debits, withdrawals, etc.) in a pre-determined order. The following frequently used debit transactions are processed in groups in this order: (1) Branch withdrawals; (2) ATM withdrawals; (3) Debit card, Zelle® payments sent via debit card, or POS transactions that merchants have presented to us for payment; (4) Transfers from one Navy Federal account to another; (5) ACH or Other Payment Services sent via ACH; and (6) Checks. When more than one transaction from a group is processed on the same day, the items will be processed in the order of lowest to highest amount within that group of transactions.

When using the Zelle® and Other Payment Services to initiate a Payment Request, the transaction is authorized based on the Zelle® payment type requested (Zelle® Payment Service or Other Payment Services) and your Available Balance plus any Checking Protection option (OOPS* or CLOC) you have enrolled in at the time of the transaction. Funds subject to a hold are not necessarily the same funds that are ultimately used to pay for a transaction. Ordinarily, we will not authorize Zelle® transactions unless you have sufficient funds available in your checking account plus any Checking Protection option you may have. Please note you must choose the types of transactions that are covered when opting into OOPS. See Optional Overdraft Protection Service Disclosures (NFCU 657) and our Checking Line of Credit Agreement (NFCU 123) at navyfederal.org.

*If you want OOPS protection for Payment Requests, you must authorize OOPS to cover both ACH transactions as well as debit card transactions. You can enroll in OOPS by signing in to our Site or by completing Form 657. To check on or modify your existing OOPS authorization, you can either sign in to our Site or call 1-888-842-6328.

Please note, however, that even though a transaction has been authorized, it still might result in an overdraft if you initiate other transactions that are processed before it. So, do not consider a transaction authorization as a guarantee there will be sufficient funds in your account to cover the transaction when it posts.

On the day a Zelle® transaction is processed/posts (which may not be the day it was initiated), if the transaction exceeds your Current Balance after all items have posted, your account will be overdrawn, and you will be responsible for the negative balance. To avoid overdrafts, you should ensure that your Current Balance (which may differ from your Available Balance) has sufficient funds to cover transactions at the time those transactions post to your account. If you have enrolled in a Checking Protection option, you may be assessed fees or interest. If your checking account goes into an overdrawn status (including OOPS fees) and funds are available in the linked savings account, we will transfer all or some of the funds from the savings account to the overdrawn checking account to reduce or eliminate the overdrawn amount, as permitted by law. You agree that we have the right to collect funds owed to us from all your eligible accounts, as well as the available balance on your Checking Protection option (if any), including all accounts of joint owner(s).

7. Receiving Payments

You also authorize us to credit your Eligible Transaction Account for the receipt of payments, whether initiated by you or at the request of a User sending money to you, including, but not limited to, those payments returned to us from recipients to whom you attempted to send payment(s) when those payments are canceled or are returned to you because the processing of the Payment Request could not be completed, whether you accept the payment or not. Once another User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you as the recipient have no ability to stop the transfer. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you or are otherwise not entitled to the payment.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Request and it is determined that such transfer was improper because it was not authorized by the sender, is a Prohibited Payment, or for any other reason, then you hereby authorize us to debit your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

For Zelle® Payment Service, you will generally receive money sent to you within minutes. There may be other circumstances when the payment may take longer for the reasons outlined in “Sending Payments”, for example, if we have questions regarding possible fraud in connection with the payment. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other

Users, Zelle®, or other Network Financial Institutions that could delay or prevent a transfer of money to you.

For Other Payment Services, you will generally receive money sent to you in one (1) to three (3) Business Days from when the sending financial institution initiates payment. If the sender has an activated debit card but you do not, you will generally receive the funds one (1) Business Day after the Business Day the sending financial institution initiates payment. If the sender does not have an activated debit card, you will not receive the funds until at least three (3) Business Days after the Business Day the sending financial institution initiates payment.

8. Requesting Payments

You may request money from another User and other Users can request money from you. You agree to receive requests for money from other Users. You understand and acknowledge that Users who receive requests for money may reject or ignore them or send a different amount than that requested. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a request for money through the Zelle® Payment Service.

You agree that you will not use Zelle® to: engage in the business of debt collection; to collect money on behalf of others by attempting to use the Zelle® Payment 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 funds that are owed pursuant to a court order. You agree to indemnify, defend, and hold harmless Zelle®, its owners, directors, officers, agents, and Network Financial Institutions from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users and only send requests for money for legitimate and lawful purposes. Requests for money are between the requestor 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 for money to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

9. Liability for Unauthorized Transfers

NOTIFY NAVY FEDERAL AT ONCE if you believe:

- **your account has been accessed without your authorization;**
- **your debit card, username, or password has been lost, stolen, compromised, or used or can be used without your authorization;**
- **someone has transferred or can transfer money from your account without your permission; or**
- **your statement shows transfers out of your account that you did not make or authorize.**

The best way to minimize your possible losses is to take steps to secure the compromise, for example, freeze your debit card and

change your username and password, and contact Navy Federal as soon as possible using the contact information in Section 17.

If you do not notify us, you could lose all the money in your account (plus your maximum Checking Protection amount if you enrolled). If the unauthorized Zelle® payment was made via ACH, see the [Important Disclosures booklet \(NFCU 606\)](#) for more information on your potential liability. If the unauthorized Zelle® payment was made via debit card, see the [Navy Federal Debit Card Disclosure \(NFCU 210AB\)](#), which includes Navy Federal's Zero Liability policy, for more information on your potential liability.

10. Error Resolution

If you think your account statement or transaction history has errors, or if you need more information about a transaction listed on your account statement or transaction history, contact Navy Federal as soon as possible using the contact information in Section 17. You **MUST** notify us of suspected errors no later than sixty (60) days after we **FIRST** make available your account statement on which the suspected error appeared. You will need to identify yourself and your account, describe the error or the transaction you are questioning, clearly explain why you believe an error exists or why you need more information, and tell us the dollar amount of the suspected error.

If the Zelle® payment you are questioning was made via debit card, see the [Navy Federal Debit Card Disclosure \(NFCU 210AB\)](#) for more information on the error resolution process. If the Zelle® payment you are questioning was made via ACH, see the [Important Disclosures booklet \(NFCU 606\)](#) for more information on the error resolution process. If you authorized the Zelle® payment and it was made via ACH, but you believe the amount is incorrect, contact our Service Provider at 1-888-560-8031 (toll-free) or 1-614-564-3878 (direct dial).

11. Payment Cancellation, Stop Payment Requests, and Unaccepted Payments

Sender may only cancel a Payment Instruction until the payment begins processing. Sender may only stop a Payment Instruction until the processing of the Payment Instruction into the Recipient's Eligible Transaction Account has begun:

- a. Our ability to cancel or stop a payment will depend on the manner in which the Payment Instruction was initiated, and whether the payment to the Eligible Transaction Account has begun processing.
- b. Although we will make a reasonable effort to accommodate a stop payment request received fewer than three (3) Business Days prior to the scheduled payment date, we cannot guarantee the stoppage and will have no liability for failing to do so.
- c. We may require you to provide your stop payment request in writing within fourteen (14) days after contacting us.
- d. Payments not claimed by a recipient who has not enrolled in Zelle® will be automatically canceled by us fourteen (14) days after the processing of the payment begins. We will make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

12. Service Termination, Cancellation, or Suspension

If you wish to cancel the Zelle® and Other Payment Services, you may contact us as set forth in Section 17 below. Any payment(s) that have started processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle® and Other Payment Services at any time and for any reason. Neither termination, cancellation, or suspension shall affect your liability or obligations under this Agreement.

13. 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 Zelle® tag 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 receiving emails and text messages from us, from Zelle®, from other Users sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Service. You agree that we, Zelle®, 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, fees 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 promptly notify us if you change, lose, or surrender any email address or mobile number you have enrolled or is used as a contact method for a Zelle® tag.
- c. In the case of any messages that you send through the Site or that we 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 messages to send emails or text messages to the recipient. You understand and agree that any emails or text messages that are sent through the Site or that we may send or Zelle® may send 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 Zelle® or that we or Zelle® may send on your behalf.
- e. To cancel text messaging from us for the Zelle® and Other Payment Services, text STOP to 767666. For help or information regarding text messaging, text HELP to 767666 or contact our member service toll-free at 1-888-560-8031 or dial direct at 1-614-564-3878. You expressly consent to receipt of a text message to confirm your “STOP” request.

14. Service Fees and Additional Charges

Fees will not be charged for the use of the Zelle® and Other Payment Services. However, financial fees associated with your Eligible Transaction Account will continue to apply, for example, overdraft charges. See [Schedule of Fees and Charges](#).

15. Right to Refuse to Send Payments

We reserve the right to refuse to pay any recipient you attempt to send money to. We will attempt to notify you promptly if

we decide to refuse to pay a recipient designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

16. Consent to Share Personal Information (Including Account Information)

You consent to our disclosure of your personal information (including bank account information) to Zelle®, Service Providers, other Network Financial Institutions, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures. You also consent to our disclosure of your personal information for the following purposes:

- To resolve a problem related to a transfer or payment between you and another User;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For fraud and identity verification purposes;
- For our general business purposes, including, without limitation, data analysis and audits; or
- As otherwise permitted by the applicable terms of Navy Federal's Privacy Policy.

17. Notices to Us Regarding the Zelle® and Other Payment Services

You may provide notices to Navy Federal about the Zelle® and Other Payment Services by calling us at 1-888-842-6328 or through the eMessage system at **navyfederal.org**. You may also notify Navy Federal in person at any branch or at the following address: Navy Federal, P.O. Box 3000, Merrifield, VA 22119-3000. You may provide notices to our Service Provider by postal mail to: Navy Federal Credit Union, Attn: Account Servicing, P.O. Box 182477, Columbus, OH 43218-2477. Our Service Provider may also be reached toll-free at 1-888-560-8031 or dial direct at 1-614-564-3878.

18. Notices to You

You agree that we may provide notices to you by sending it to you through the Navy Federal Online® eMessage system on the Site, sending you a message within the portion of the Site through which the Zelle® and Other Payment Services are offered, emailing a notice to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including, but not limited to, the mobile phone number that you have listed in your Zelle® and Other Payment Services setup or member profile. For example, users of the Zelle® and Other Payment Services may receive certain notices (such as notices of processed Payment Requests, alerts for validation, and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed.

19. Receipts and Transaction History

You may view your transaction history by logging into the Zelle® and Other Payment Services. You agree you will not receive paper transaction receipts.

20. Your Privacy

Protecting your privacy is very important to us. Please review the applicable terms of Navy Federal's [Privacy Policy](#), available on [navyfederal.org](#), in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

21. Eligibility

The Zelle® and Other Payment Services are offered only to persons who can form legally binding contracts under applicable law. The Zelle® and Other Payment Services are not offered to minors. By using the Zelle® and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement.

22. Prohibited Payments

The following types of payments are prohibited through the Zelle® and Other Payment Services. We have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments, and you agree that you will not use the Zelle® Payment Service to request money from anyone for any such payments:

- a. Payments that violate any federal or state law, statute, ordinance, or regulation;
- b. Payments that may be deemed to be illegal, improper, brand damaging, or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and;
- c. Tax payments, court-ordered payments (such as child support and alimony), and any other payments to government entities.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

23. Acceptable Use

In addition, you agree that you will only use the Zelle® and Other Payment Services for lawful purposes. You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Zelle® and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the Zelle® and Other Payment Services. In addition, you are prohibited from using the Zelle® and Other Payment Services for communications or activities that: (a) impose an unreasonable or disproportionately large load on our infrastructure; (b) facilitate any viruses, trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; (c) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered without our prior written permission; (d) constitute use of any device, software, or routine to bypass technology protecting the Site or Zelle® and Other Payment Services, or interfere or attempt to interfere with the Site or Zelle® and Other Payment Services; or (e) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

24. Payment Methods and Amounts

There may be different limits on the amount of money you can send or receive through our Zelle® and Other Payment

Services. Your limits may be adjusted from time to time at our sole discretion. You may log in to the Zelle® portion of our Site and click on the “Limits” link to view your transaction limits. If your transaction will exceed your limit for funds sent via Zelle® Payment Service, we will send your funds via Other Payment Services unless your transaction also exceeds that limit. We also reserve the right to select the method in which to remit funds on your behalf through the Zelle® and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

25. Failed or Returned Payment Requests

In using the Zelle® and Other Payment Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Request cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Request would exceed the overdraft protection limit, if any, of your Eligible Transaction Account, to cover the payment), the Payment Request may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Request. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the Payment Request if the payment has been delivered but there are insufficient funds in, or insufficient credit or overdraft protection associated with, your Eligible Transaction Account to allow us or our Service Provider to complete the debit processing;
- b. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third-party collections contractor; and
- c. We are authorized to report the facts concerning uncollected amounts to any credit reporting agency.

26. Mobile Subscriber and Device Information

You authorize your wireless carrier to disclose information about your account, such as subscriber details, including name, address, email, customer and billing information, and network status, payment method, and device details, including mobile number and mobile device identifiers, if available, to support identity verification, fraud avoidance, and other uses in support of transactions with us for the duration of your enrollment in Digital Banking. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes. We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include, but are not limited to, identifying and blocking access to the Zelle® and Other Payment Services or Site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to

provide similar fraud management and prevention services for services or websites not provided by us.

27. Amendments

We may change this Agreement and the Zelle® and Other Payment Services at any time by posting revisions on our website or, where required by law, by providing notice to you. The revisions will be effective when posted unless otherwise stated. Your use of the Zelle® and Other Payment Services after changes will constitute your agreement to such changes.

28. 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® are liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service. THE ZELLE® PAYMENT 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. YOU AGREE THAT YOU, NOT ZELLE®, ARE PRIMARILY RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER ELIGIBLE PERSON TO WHOM YOU SEND MONEY, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE® PAYMENT SERVICE. NEITHER WE NOR ZELLE® OFFERS PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES FOR WHICH YOU PAID, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT MAY BE AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICE.

29. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS,

OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE. NEITHER WE NOR ZELLE® WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE PROHIBITED, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW. UNLESS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, ZELLE®'S LIABILITY WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

30. Indemnification

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 Financial Institutions from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle® Payment Service, or any violation by you or use inconsistent with the terms of this Agreement.

31. Wireless Operator Data

You acknowledge that 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 Zelle® Payment Service. By using the Zelle® Payment Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service providers for the duration of your business relationship, solely to help them verify you or your wireless device and to prevent fraud. See Zelle®'s Privacy Policy at <https://www.Zellepay.com/privacy-policy> for how it treats your data. Please review the applicable terms of Navy Federal's privacy policies in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

32. Content Standards; Zelle® Tags

a. Content Standards: You agree that you will not use the Zelle® Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity,

privacy, or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts, or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle®, or our respective affiliates or customers to harm or liability of any nature.

b. 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 Zelle® Payment 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 Zelle® Payment Service.

The Zelle® Payment Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your “Zelle® tag.” Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment 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 Zelle® Payment 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 Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment 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 Zelle® Payment Service that is subject to intellectual property rights claims.



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