

ZELLE® PAYMENT SERVICE TERMS



navyfederal.org • 1-888-842-6328

Federally insured by NCUA.

© 2018 Navy Federal NFCU 452 (6-18)



ARMY
MARINE CORPS
NAVY
AIR FORCE
COAST GUARD
VETERANS



Payment Service 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 consumer checking account from which your payments will be debited or to which payments and credits to you will be credited, that is eligible for the Service.
- d. "Navy Federal," "we," "us," or "our" refers to Navy Federal Credit Union and its affiliates and Service Providers.
- e. "Network Banks" means financial institutions that have partnered with *Zelle*.
- f. "Payment Request" is when a User asks a Network Bank to make a payment on his or her behalf under the Service.
- g. "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.
- h. "Sender" is a person or *Zelle*-approved business entity that sends a Payment Request through the *Zelle* Payment Service.
- i. "Service" or "*Zelle*" means the *Zelle* Payment Service that is described in the rest of this Agreement.
- j. "Service Provider" means companies that we have engaged (and their affiliates and subcontractors) to render some or all of the Service to you on our behalf.
- k. "Site" means Navy Federal's website, navyfederal.org, or Navy Federal's mobile app.
- l. "User" means you and others who are enrolled directly with *Zelle* or enrolled with a Network Bank.
- m. "You," "your," "I," or "yourself" refers to a Navy Federal Member using the Service. It does not include an authorized user.

2. Introduction.

This *Zelle* Payment Service Terms document (hereinafter "*Agreement*") is a contract between you and Navy Federal in connection with the Service offered through the Site. This Agreement includes the terms of the Important Disclosures (606); Mobile Banking, Online Banking, and Bill Pay Terms and Conditions (652A); and Debit Card Disclosure (210AB) that apply to your use of the Service and the portion of the Site through which the Service is offered.

3. Service Providers.

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service, and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right to delegate to Service Providers all the rights and performance obligations that we have 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 us.

4. Description of Service.

We have partnered with the *Zelle* Network® to enable a convenient way to transfer money between you and other Users using email addresses, mobile phone numbers, or account information ("*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 Users' Network Banks; 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 account at a U.S. financial institution ("*Eligible Person*"); and/or (2) to receive a payment from another User into an Eligible Transaction Account, in U.S. dollars. All payments are subject to the rules and regulations governing your Eligible Transaction Account and online and mobile usage.

Zelle should only be used to transact with people you know. Do not use *Zelle* to pay or receive payments from people you don't know.

In some instances, *Zelle* payments may be made through other locations besides our Site, such as the *Zelle* Pay website at <http://www.zellepay.com> or 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* Payment Services are generally available 24 hours, seven days a week, with the exception of outages for maintenance and circumstances beyond our or *Zelle*'s control.

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

5. Registering for *Zelle*.

You must register to use the *Zelle* Payment Service through the Site. In order to register for this Service, you must have registered your email address and a mobile phone number that you intend to use for an extended period of time (e.g., no disposable or "burner" phone numbers) on our Site. When you register to use the *Zelle* Payment Service, or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you are at

least 18 years of age and you have the authority to authorize debits and credits to your Eligible Transaction Account. The *Zelle* Payment Service is intended for personal, not business or commercial use, with the exception of certain businesses that have been approved by the *Zelle* Network. You agree that you will not use the *Zelle* Payment Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the *Zelle* Payment Service with your business account. We further reserve the right to suspend or terminate your use of the *Zelle* Payment Service if we believe that you are using the *Zelle* Payment Service for business or commercial purposes. Your registration may not be completed if we cannot verify your identity or other necessary information. By registering for the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau.

Once registered, you authorize us to debit your account to send money to another Eligible Person either at your initiation or at the request of a 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 Service, including recipients to whom you send payments or those sending money to you.

6. Sending Payments.

Zelle is designed for you to send money to a person, not a business, either at your initiation or in response to another User's request for money. You understand that use of this *Zelle* Payment Service by you shall at all times be subject to this Agreement. You may request to send three types of payments using our Site: (a) a one-time Payment Request to a recipient for which you request immediate processing ("*Zelle Send Now Payment*"), (b) a one-time Payment Request to a recipient for which processing shall be initiated at a later specified date up to one year, and (c) a recurring series of Payment Requests to a recipient for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for *Zelle Send Now Payments* ("*Other Zelle Payment Services*").

Payment Requests are processed in two ways: *Zelle Send Now Payments* and *Other Zelle Payment Services*. You can provide all the required information about the recipient, including his/her account and routing number, necessary to complete a transfer of funds. Alternatively, you can provide the recipient's email address and/or mobile telephone number, and the *Zelle* Payment Service may contact the recipient to obtain (i) information so that the identity of the recipient may be validated with the *Zelle* Payment Services and (ii) bank account information in order to complete the Payment Request. If the recipient maintains a bank account with an institution that participates in or offers the *Zelle* Payment Service, the recipient may access the *Zelle* Payment Service at his or her financial institution's website or mobile application to complete the Payment Request and receive the payment.

By providing us with names, mobile phone numbers, email addresses, and/or bank account information 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 User's financial institution.

You acknowledge and agree that if your Payment Request identifies a recipient by 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 Network Banks holding the account may choose to not investigate discrepancies between account names and account numbers. We and the Network Banks 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 Users to ensure the accuracy of any information that they enter into the *Zelle* Payment Service (*including, but not limited to, the 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 they 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 the User.

When you initiate a Payment Request to a non-User or a User whose financial institution receiving the funds requires a User to affirmatively accept each Payment Request, 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 Request.

You acknowledge and agree that 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.

We will use reasonable efforts to complete all your Payment Requests properly. 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. Per federal regulation, pre-authorized telephone, internet, mobile, or automatic transfers from savings to cover checking overdrafts cannot exceed six (6) in number per calendar month;
- The *Zelle* Payment Service is 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 20 (*Prohibited Payments*);
- You have not provided us with the correct name, email address, or mobile phone number of the recipient to whom you are initiating a Payment Request; and/or
- 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.
- The funds in your account are subject to legal process or holds, such as garnishment or attachment.

- a. **Zelle Send Now Payments.** You understand *Zelle Send Now 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 active debit card to send and/or receive *Zelle Send Now Payments*. You also understand that when you send a *Zelle Send Now Payment*, 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 *Zelle Send Now Payments*, 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 Send Now 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 *Zelle Send Now Payments*.

In most cases, when you are sending money using a *Zelle Send Now 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 Banks, we may need additional time to verify the identity of the Users. If you are attempting to send money to someone who has not registered as a User with either *Zelle* or a Network Bank, the intended recipient will first have to register as a User. A *Zelle Send Now Payment* transfer may take up to 3 Business Days from the day the intended recipient responds to the payment notification by registering as a User. If they fail to register with *Zelle*, or otherwise ignore the payment notification, the transfer will 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 by email or SMS. 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. If your Payment Request is not eligible for *Zelle Send Now Payments*, you will be instantly notified by the Site.

- b. **Other Zelle Payment Services.** Regarding *Zelle Payment Services* other than *Zelle Send Now Payments* ("*Other Zelle Payment Services*"), you understand and agree that when you initiate a Payment Request from an Eligible Transaction Account using Other *Zelle Payment Services*, the payment will be an ACH transaction, which will debit your Eligible Transaction Account as early as the day you initiate the payment. For Other *Zelle Instant Payment Services*, you and the recipient should not expect the payment to be transferred into the recipient's checking/savings 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 Requests to be initiated on specified dates, then the processing of the Payment Request will begin on the specified date, 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 date you choose to send the funds. 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 provided the *Zelle Payment Service* with certain required information such as his or her bank account information. 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*, or POS transactions that merchants have presented to us for payment; (4) Transfers from one Navy Federal account to another; (5) 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 *Zelle* to initiate a Payment Request, the transaction is authorized based on the *Zelle* payment type requested (*Send Now or Other*) 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 (*NFCU 657*) and our Checking Line of Credit Agreement (*NFCU 33C*) at navyfederal.org.

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. Federal regulations limit the number of certain types of transfers and/or withdrawals that can be made from your savings account to six (6) per calendar month, including transfers by us to cover overdrafts. 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 cancelled or are returned to you because the processing of the Payment Request could not be completed, whether you accept the payment or not. You authorize the Sender, the financial institution which holds the Sender's bank account, and us (*including through the Site*) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Requests to you. Once a User initiates a *Zelle* Send Now Payment to your email address or mobile phone number registered with the *Zelle* Payment Service, unless the payment is held, you 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 or a Prohibited Payment, then you hereby authorize us to debit your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

8. For *Zelle* Send Now Payments, you will generally receive money sent within minutes. There may be other circumstances when the payment may take longer for the reasons outlined in "Sending Payments." If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with this Agreement. Requesting Payments: You may request money from another User through the *Zelle* Payment Service, and other Users can request money from you. You agree to receive *Zelle* Payment Requests from other Users. You understand and acknowledge that Users who receive Payment Requests may reject or ignore these requests. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a Payment Request through the *Zelle* Payment Service. If a User ignores your request, we may or may not send a reminder or repeat request to that User.

You agree that you will not use *Zelle* to engage in the business of debt collection, to collect money on behalf of others, or to collect funds that are owed pursuant to a court order. You agree to receive money requests from other Users and only send money requests for legitimate and lawful purposes. *Zelle* Payment Requests 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. We reserve the right, but assume no obligation, to terminate your ability to send money requests in general, or to specific recipients, if we deem such money requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

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

You may request us to cancel your Payment Request or stop a payment in process in limited circumstances.

- a. Our ability to cancel or stop a payment or recover funds associated with an unauthorized payment will depend on the *Zelle* payment type requested (*Send Now or Other*), and whether the payment to the Eligible Transaction Account has begun processing.
- b. *Zelle* Send Now Payments generally may not be cancelled or stopped.
- c. Although we will make a reasonable effort to accommodate a cancellation or stop payment request and to recover funds associated with such requests, we cannot guarantee the stoppage or recovery and will have no liability for failing to do so.
- d. We may require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting us.
- e. Payments not accepted by a recipient will be automatically cancelled within 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 as permitted by law.

10. Consent to Emails and Automated Text Messages.

By participating as a User, you represent that you are the owner of the email address and/or mobile phone number you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address and/or mobile phone number 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 Banks or their agents regarding the *Zelle* Payment Services. You agree that we may, *Zelle* may, or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. 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.
- b. You will promptly notify us if you change, lose, or surrender any email address or mobile number you have registered.
- c. In the case of any messages that you send through the Site 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 may include your name.

- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our member service at toll-free 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.

11. Service Fees and Additional Charges.

Fees will not be charged for the use of the *Zelle* Payment Service. However, financial fees associated with your Eligible Transaction Account will continue to apply, for example NSF or overdraft charges.

12. Right to Refuse to Send Payments.

We reserve the right to refuse to pay any recipient. We will attempt to notify the Sender promptly if we decide to refuse to pay a recipient designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

13. 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 Banks, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and the following:

- As necessary 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 our general business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of our Privacy Policy.

14. Notices to Us Regarding the Service.

You may send notices to us about the Service by visiting navyfederal.org and clicking on the secure message option on our Contact Us page or on the report fraud options on our fraud reporting page, or by postal mail to: Navy Federal Credit Union, Attn: Account Servicing, P.O. Box 182477, Columbus, OH 43218-2477. We may also be reached toll-free at 1-888-560-8031 or dial direct at 1-614-564-3878.

15. 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 Service is 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 Service setup or member profile. For example, users of the Service 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.

16. Receipts and Transaction History.

You may view your transaction history by logging into the Service. You agree you will not receive paper transaction receipts.

17. Your Privacy.

Protecting your privacy is very important to us. Please review our 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.

18. Eligibility.

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

19. Prohibited Payments.

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (*including any territory outside of the United States*); and
- b. Payments that violate any law, statute, ordinance, or regulation; and
- c. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated by law; (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or a crime; (10) goods or services that defame, abuse, harass, or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; (14) financial or other elder abuse; and
- d. Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (*whether or not it is legally defined as a lottery*), and sweepstakes; and
- e. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes, or multi-level marketing programs, (2) are associated

with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

- f. 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.

20. Acceptable Use.

In addition, you agree that you will only use the *Zelle* Payment Service for lawful purposes. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. In addition, you are prohibited from using the Service 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 Service or the portion of the Site through which the Service is offered without our prior written permission; (d) constitute use of any device, software, or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere with the Site or Service; 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.

21. Payment Methods and Amounts.

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf through the Service, 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.

22. Failed or Returned Payment Requests.

In using the Service, 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. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us;
- c. 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
- d. We are authorized to report the facts concerning uncollected amounts to any credit reporting agency.

23. Mobile Subscriber and Device Information.

You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method, and device details, if available, to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. 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 Service 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.

24. Liability.

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any failure, through no fault of ours or *Zelle*, to complete a transaction in the correct amount, or 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 *Zelle* Payment Service. SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, 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 *ZELLE* PAYMENT SERVICE. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE *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 SERVICES 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 SERVICES.

25. Disclaimer of Warranties.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT 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 ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AND AGENTS, OR THE NETWORK BANKS' LIABILITY IN THOSE STATES, IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

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