

Zelle Network® Standard Terms

1. Description of Services

- a. The Zelle Network® (“Zelle®”) is a convenient way to send and receive money with others you trust. Zelle® enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle® as “Network Financial Institutions.”
- b. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transferred by a Network Financial Institution.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use the Service, you agree to the terms and conditions of this agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the 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 Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle® or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered

User profile to be used in lieu of your mobile 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 Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

By initiating a transaction using the Zelle network, you accept the terms of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement. We reserve the right to modify the terms and conditions herein, at any time, at our sole discretion, subject to any prior notice requirements as may be required by law.

3. Consent to Use and Disclose Personal Information (Including Account Information)

You consent to us sharing your personal information, which may include account information, for the following, but not limited to, reasons(s):

- a. As necessary for Network Banks to complete transfers;
- b. As necessary to resolve a problem related to a transfer or payment between you and another user;
- c. To verify the existence of your account, or debit card, as applicable;
- d. To comply with government agency or court orders or other legal process;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits;
- h. As otherwise permitted by the terms of our Privacy Policy, as discussed in the section below titled "Privacy and Information Security": or
- i. If you give us prior verbal or written permission

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Notice from our website at <https://www.pittsfordfcu.org/disclosures/privacy-policy/> Our Privacy Notice is incorporated into and made a part of this agreement by this reference.

5. Wireless Operator Data

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money”.
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile 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®.
- e. If you enroll for the Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 585-624-7474 or 800-836-8010.

You expressly consent to receipt of a text message to confirm your “STOP” request.

8. Receiving Money; Money Transfers by Network Financial Institutions

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions and other Zelle® users, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this agreement and the procedures of the business or government agency that is sending you the payment.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

9. Sending Money; Debits by Network Financial Institutions

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) this *agreement*, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. 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 Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

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.

10. Liability

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT

RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

PITTSFORD FCU does not offer purchase protection for payments made with Zelle. PITTSFORD FCU is providing this service as an accommodation to its members and therefore assumes no liability whatsoever of any nature or kind with respect to any failure in the transaction regardless of cause. By use of the service you, as a member of PITTSFORD FCU, release PITTSFORD FCU from any and all claims with respect to all of your transactions pursuant to this agreement or any particular transaction and you assume responsibility for any failures with respect to same. It is the intent of this disclaimer of liability to give to PITTSFORD FCU the broadest interpretation possible in favor of limiting PITTSFORD FCU's exposure to claims. You assume all responsibility for the information used in the transaction including, but not limited to, the correctness of addresses and numbers, all responsibility for the security of any device under your control used with respect to a transfer and any mistake or error made during the transfer process.

11. Send Limits

Your daily Zelle limits are disclosed in the Zelle user experience in your PITTSFORD FCU Mobile app or Online Banking. PITTSFORD FCU reserves the right to change from time to time the dollar amount of the transfer you are permitted to make using the service. Without limiting the foregoing, in the event that your use of the service has been suspended and reinstated as provided in these Terms of Use, you understand and agree that your use of the service thereafter may be subject to different limitations on the dollar amount of the transfers you may make than would otherwise be permitted by PITTSFORD FCU.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network 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 to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors

If you have a question about a transfer you received or expected to receive, then you should contact the sender and attempt to resolve the issue. You understand that PITTSFORD FCU must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you to submit transfer instructions on your behalf.

You understand that Zelle® or other Network Banks receiving the transfer instructions may rely on such information. PITTSFORD FCU, Zelle®, or other Network Banks are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that if you provide PITTSFORD FCU with incorrect information or if there is any error in your instruction, you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, PITTSFORD FCU reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

14. Your Liability for Unauthorized Transfers

Contact PITTSFORD FCU IMMEDIATELY if you believe that your PITTSFORD FCU Mobile app password has been stolen or a transfer has been made without your permission. Calling us is the best way of limiting your potential risk. You could lose all the money in your PITTSFORD FCU account, plus your maximum overdraft line of credit or the balance in any other account connected to your enrolled PITTSFORD FCU account for overdraft protection. In case of errors or questions about transactions made using the Service through PITTSFORD FCU, promptly call our Member Service Center at 1-800-836-8010. For more information on your rights and obligations concerning unauthorized transactions or errors, please refer to PITTSFORD FCU "Deposit Terms and Conditions" which is an account disclosure, provided to you when you opened your registered PITTSFORD FCU account. If you need a copy, call our Member Service Center at 1-800-836-8010.

15. Liability for Failure to Complete Transfers

If PITTSFORD FCU or Zelle® does not complete a transfer to or from your enrolled PITTSFORD FCU account within the timeframes as described in these Terms of Use, or in the correct amount, in accordance with the Terms of Use, we will be liable to you for your direct losses and damages. However, PITTSFORD FCU and Zelle® will not be liable in the following circumstances:

- If, through no fault of PITTSFORD FCU or Zelle®, the sender does not properly complete the transfer to your enrolled PITTSFORD FCU account
- If, through no fault of PITTSFORD FCU or Zelle®, you do not have enough money in your PITTSFORD FCU account to make the transfer
- If, through no fault of PITTSFORD FCU or Zelle®, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions to enroll with Zelle®
- If the Service or your PITTSFORD FCU Mobile app was not working properly, and you knew about the malfunction when you initiated the transfer
- If circumstances beyond PITTSFORD FCU's or Zelle's® control (such as but not limited to, fire, flood, war, insurrection or act of God) prevent the transfer, despite reasonable precautions that PITTSFORD FCU or Zelle® have taken
- If PITTSFORD FCU has reason to suspect that the transaction is unauthorized, or PITTSFORD FCU has placed restrictions on the use of the Service or your enrolled PITTSFORD FCU account for security reasons
- If the funds in your PITTSFORD FCU account are frozen (for example, because of a court order) and PITTSFORD FCU is not legally permitted to complete the transfer
- If you have failed to use the Service, your PITTSFORD FCU Mobile app or your enrolled PITTSFORD FCU account in accordance with our instructions
- There may be other instances, either stated in these Terms of Use or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your enrolled PITTSFORD FCU account using the Service on time or in the correct amount.

16. Fees

While we do not currently impose fees for using the Service, we reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of the Service. Your enrolled PITTSFORD FCU account is subject to fees and charges as outlined in the schedule of service charges and fees in your account agreement. Your internet service provider and/or wireless carrier may impose charges for their services, including data usage and/or text messaging.

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

You agree to access this website and/or mobile app in compliance with our Digital Banking (Online and Mobile) Terms and Conditions, which are available at https://www.pittsfordfcu.org/eft_agreement/ and incorporated into and made part of this agreement by this reference.

18. Cancellation of the Service

You may cancel your use of the Service online at any time by notifying PITTSFORD FCU of your intent to cancel by calling our Member Contact Center at 1-800-836-8010, or logging into Zelle® and navigating to the Setting/Preferences menu and then removing your phone number and email address. Canceling your use of the Service means that you will no longer be eligible to send or receive money. At the time you instruct us to cancel your use of the Service, any transfers in process using the Service will be completed to or from your enrolled PITTSFORD FCU account, but no new transfers will be initiated to or from your enrolled PITTSFORD FCU account through the Service. We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other User or any third-party. We may from time to time make available additional or new features to the Service. Your use of such additional features may require approval by PITTSFORD FCU, at our sole discretion, and additional terms and conditions may apply.

19. Right to Terminate Access

We reserve the right, subject to applicable law, to terminate or suspend the Service and your right to use the Service, in whole or in part, at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of these Terms of Use or the rights of PITTSFORD FCU and/or Zelle®, or if you provide us with false or misleading information or interfere with other Users or the administration of the Service. The Service may not be available at all times. In the event that PITTSFORD FCU at any time incurs a problem with your use of the Service, including without limitation a failure in attempting to debit your eligible PITTSFORD FCU account or to collect with respect to any of your transfers using the Service, and without limiting any other right or remedy that PITTSFORD FCU may have under these Terms of Use or otherwise, PITTSFORD FCU reserves the right to suspend or terminate a transfer or your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for PITTSFORD FCU to take in order to protect PITTSFORD FCU from loss. In the event of such a suspension, you may request reinstatement of your use of the Service by contacting PITTSFORD FCU using any of the methods provided for within these Terms of Use. If your Service is terminated, you understand that you may not request reinstatement of your use of the Service. PITTSFORD FCU reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event PITTSFORD FCU agrees to reinstate your use of the Service, PITTSFORD FCU reserves the right to initially reinstate your use of the Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the Service. Based upon your subsequent usage of the Service, PITTSFORD FCU in its sole discretion may thereafter restore your ability to effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect.

20. 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 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 SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK 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 SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network 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 Service, or any violation by you of the terms of this agreement.

23. Governing Law; Choice of Law; Severability

This agreement shall be construed pursuant to the laws of the State of New York and New York law shall apply regardless of the application of any choice of law rules. Any lawsuit which may be filed pursuant to this agreement or in any way related to this agreement shall be filed in the Circuit or County Court of Monroe County in the State of New York.

To the extent that the terms of this agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this agreement shall remain in full force and effect.

Should any provision of this agreement be found to be unenforceable or contrary to law, then this agreement shall be given its broadest interpretation without said provision in order to achieve the goals and understandings of the parties as expressed above.

24. Miscellaneous

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

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