Zelle Network® Standard Terms

1. Description of Services

a. 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 aliases, such as email addresses, mobile phone numbers, or other unique identifiers described in these terms (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. [*Participants offering the Small Business Payments Service or participating in the Bank as Biller pilot may remove this provision.*]

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.

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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.

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

By using the Service, you consent to our sharing of your Personal Information, including Account Information, for the purposes permitted in the Zelle Network Participation Rules, in accordance with our customary processes and procedures."

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at https://allianceccu.com/save/privacy-policy/ which Privacy Policy is incorporated into and made a part of this Agreement by this reference.

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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). [*Participant may omit the parenthetical examples.*] 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:

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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.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.

d. To cancel text messaging from us, send STOP to 1-313-771-0738. For help or information regarding text messaging, send HELP to or contact our customer service at 1-313-771-0738 or call 1-877-950-2228. You expressly consent to receipt of a text message to confirm your "STOP" request.

e. Supported Carriers: All Major Wireless Carriers.

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. [*May be modified by a Participant that currently offers scheduled payments.*] 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

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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.

Credit Union Liability

If we do not complete a transfer to or from your account on time or in the correct amount, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or user instructions for making transfer transactions.
- If your device fails or malfunctions or Online Banking or the Zelle® Network was not properly working and such problem should have been apparent when the transaction was attempted.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct, and current instructions so that we can process a transfer.
- If the error was caused by a system beyond our control, such as that of your Internet service or cell phone service provider.
- If there are other exceptions, as reasonably established from time to time.

11. Send Limits

For security and risk-management purposes, a maximum of $500 may be sent through Zelle per account, per calendar day. Transactions that would exceed this limit will be declined. Alliance Catholic Credit Union may adjust your send limit at any time, with or without prior notice, as permitted by law.

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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

In case of errors or questions about your Zelle® transfers, contact us at (877)-950-2228. We must hear from you no later than 60 days after the date we sent you the FIRST statement on which the error or problem appeared.

14. Your Liability for Unauthorized Transfers

If you disclose your login credentials to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using Zelle®, as well as transactions authorized by any party to whom you have disclosed your password.

Tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that a Zelle® transfer has been made without your permission.

Series of related unauthorized Zelle® transfers will be determined as follows:

- If you tell us within two Business Days after you learn of the loss or theft of your login credentials, you can lose no more than $50 if someone used your login credentials without your permission.
- If you do NOT tell us within two Business Days after you learn of the loss or theft of your login credentials, and we can prove we could have stopped someone from using your login credentials without your permission if you had told us, you could lose as much as $500.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your login credentials, tell us at once. If you do not tell us within 60 days after the statement was made available or transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking your money if you had told us on time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

You may notify us by telephone or in writing at:

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- 877-950-2228; or
- By writing to us at Alliance Catholic Credit Union, 28800 Orchard Lake Road, Farmington Hills, MI, 48334; or
- In-person at branch locations

You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

15. Liability for Failure to Complete Transfers

If we do not complete a transfer to or initiate a transfer from your account within specified time frames, or in the correct amount, all in accordance with our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your funding account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the system supporting the transfer was not working properly and you knew about the breakdown when you started the transfer;
- If the transfer is delayed or canceled for any of the reasons described in other Sections of this agreement;
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

16. Fees

We do not charge a fee for using Zelle®. However, fees associated with text messaging may be assessed by your mobile carrier and data rates may apply. In addition, fees may apply if you use Zelle® through another institution or through Zelle's® separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Zelle® Service in the future. If we do assess fees, we will give you reasonable notice as required by law and we may deduct any applicable fees from the funding account used for the transfer transaction. Transfers may overdraw your account and could result in a transfer from another account you own to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable and as disclosed in our Account Agreement with you. You may be denied service for insufficient funds in your account and charged a fee, as disclosed in our Account Agreement with you. You will be responsible for any other transaction fees that apply to your account, as disclosed in our Account Agreement with you.

17. Your Liability for Unauthorized Transfers

If you disclose your login credentials to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using Zelle®, as well as transactions authorized by any party to whom you have disclosed your password.

Tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that a Zelle® transfer has been made without your permission.

Series of related unauthorized Zelle® transfers will be determined as follows:

- If you tell us within two Business Days after you learn of the loss or theft of your login credentials, you can lose no more than $50 if someone used your login credentials without your permission.
- If you do NOT tell us within two Business Days after you learn of the loss or theft of your login credentials, and we can prove we could have stopped someone from using your login credentials without your permission if you had told us, you could lose as much as $500.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your login credentials, tell us at once. If you do not tell us within 60 days after the statement was made available or transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking your money if you had told us on time.

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- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

You may notify us by telephone or in writing at:

- 877-950-2228; or
- By writing to us at Alliance Catholic Credit Union, 28800 Orchard Lake Road, Farmington Hills, MI, 48334; or
- In-person at branch locations

You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

18. Liability for Failure to Complete Transfers

If we do not complete a transfer to or initiate a transfer from your account within specified time frames, or in the correct amount, all in accordance with our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your funding account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the system supporting the transfer was not working properly and you knew about the breakdown when you started the transfer;
- If the transfer is delayed or canceled for any of the reasons described in other Sections of this agreement;
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

19. Fees

We do not charge a fee for using Zelle®. However, fees associated with text messaging may be assessed by your mobile carrier and data rates may apply. In addition, fees may apply if you use Zelle® through another institution or through Zelle's® separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Zelle® Service in the future. If we do assess fees, we will give you reasonable notice as required by law and we may deduct any applicable fees from the funding account used for the transfer transaction. Transfers may overdraw your account and could result in a transfer from another account you own to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable and as disclosed in our Account Agreement with you. You may be denied service for insufficient funds in your account and charged a fee, as disclosed in our Account Agreement with you. You will be responsible for any other transaction fees that apply to your account, as disclosed in our Account Agreement with you.

20. 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 terms of use, which are available at https://allianceccu.com/wp-content/uploads/2023/03/Online-and-Mobile-Banking-Account-Agreement-and-Disclosure.pdf incorporated into and made part of this agreement by this reference.

21. Cancellation of the Service

If you wish to cancel the Service, please contact us at 877-950-2228. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this agreement.

22. Right to Terminate Access

In the event you violate any terms of this agreement, there are unauthorized fraudulent transactions related to your funding account, deposit account or use of the transfer service, or we incur problems with your use of the transfer service, you agree that we may suspend or terminate your access to the transfer service at any time.

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

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- The transfer Service;
- Your ability to send or receive funds through a transfer transaction;
- Your ability to send funds through a transfer transaction, while continuing to permit you to receive funds through a transfer transaction;
- Your ability to request funds from another Member; or
- Your ability to receive requests for funds from another Member.

23. 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.

24. 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 FINANICAL 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

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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).

25. 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*].

[*Participant must include the substance of Sections 19-21 to afford Zelle the protections provided in this document. Participants may determine the form and manner in which such protections are included/ presented.*]

26. Governing Law; Choice of Law; Severability

This Agreement is governed by applicable federal law and the laws of the State of Michigan. You agree to comply and be bound by all applicable state or federal laws, rules, regulations and these Terms.

27. Miscellaneous

Subject to the terms of this [*Agreement*], the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond 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.

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