Zelle Network® Standard Terms

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

1. DESCRIPTION OF SERVICES

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, fraud or scam, harassing 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 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 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.

Subject to applicable law, we may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by posting the updated terms on our website at andrewsfcu.org/Learn/Resources/Disclosures. We recommend that you access and review this Agreement regularly. If you find the Agreement unacceptable to you, you may cancel your profile and enrollment with Zelle and immediately discontinue your use of the Services. Your continued access of the Services after any amendment, modification or change to the terms and conditions of this Agreement shall constitute your agreement and acceptance to such amendment, modification or change.

3. CONSENT TO SHARE 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, reason(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 inquires in connection with fraud prevention or any investigation;

g. For our general business purpose, 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 in the Privacy Center of our website, at: andrewsfcu.org/Privacy-Center. 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

(AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose 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. See Zelle's Privacy Policy at zellepay.com/privacy-policy for how it treats your data. You may visit the Privacy Center of our website to see how we treat your data, at: andrewsfcu.org/Privacy-Center.

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, 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 53608. For help or information regarding text messaging, send HELP to 53608 or contact our customer service at (800) 487-5500. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: All major wireless carriers.

8. RECEIVING MONEY; MONEY TRANSFERS BY NETWORK BANKS

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, and 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 BANKS

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service 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, and 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 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, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. STATEMENTS

Transactions made through the Service will appear in the online transaction history and on your periodic statement(s) for your Account.

11. 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. NEITHER THE CREDIT UNION NOR ZELLE OFFERS A PURCHASE PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE. REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

12. SEND LIMITS

Transfers from your account(s) may be requested for a maximum of $500 per Business Day, up to an aggregate of $1,000 per week and $3,000 per month. These aggregate amounts apply to all accounts that you own individually or that you have joint ownership of, and are based on the effective transfer dates. If you attempt to initiate a transfer that would exceed these limits, an online message will let you know the effective transfer dates that have exceeded these limits.

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

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

13. 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.

14. TRANSACTION ERRORS

You understand that we 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 fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to 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, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

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In the event that an error does occur, refer to our Electronic Funds Transfer Agreement and Disclosure section of our Terms and Conditions disclosure for details on our error resolution procedures. This disclosure may be found on our website at andrewsfcu.org/Learn/Resources/Disclosures.

15. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us **AT ONCE** if you believe your password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. You could lose all the money in your Account(s), (plus your maximum overdraft Line of Credit, if you have one with us). If you tell us within two (2) business days after you discover the loss or theft, you may be liable for no more than $50, if someone accesses your Account without your permission.

If you do not tell us within two (2) business days after you discover the loss or theft of your password or that an unauthorized online transfer has been made from any of your deposit Accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as $500. Furthermore, if any Account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days for a transfer from your Account after a statement showing such a transfer was transmitted, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If your delay in notifying the Credit Union was due to extenuating circumstances, we shall extend the times above to a reasonable period. If you have authorized someone else to use of your password (either expressly or through your actions on your account), you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

For full details regarding your liability for unauthorized transactions, refer to our Electronic Funds Transfer Agreement and Disclosure section of our Terms and Conditions disclosure. This disclosure may be found on our website at andrewsfcu.org/Learn/Resources/Disclosures.

16. LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If we do not complete a transfer you send from your Account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

a. If, through no fault of ours, your Account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.

b. The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.

c. Circumstances beyond our control, such as fires, floods, acts of nature, power outages and the like.

d. If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable), the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.

The list of examples set out in this Section is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

17. FEES

We do not charge a fee for using the Service. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Account fees (e.g., monthly service, overdraft, etc.) may also apply to your account(s) that you use for the Service. In addition, fees may apply if you use the Service through another financial institution or through Zelle's separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from your account used for the Service.

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18. USE OF OUR ON-LINE BANKING SITE AND/OR MOBILE APP

You agree to access this website and/or mobile app in compliance with our Digital Banking (Online and Mobile) Terms and Conditions, which are available at andrewsfcu.org/Learn/Resources/Disclosures and incorporated into and made part of this Agreement by this reference.

19. CANCELLATION OF THE SERVICE

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

20. RIGHT TO TERMINATE ACCESS

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

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

a. The Service,

b. Your ability to send or receive funds through the Service,

c. Your ability to send funds through the Service, while continuing to permit you to receive funds through the Service,

d. Your ability to request funds from another user, or

e. Your ability to receive requests for funds from another user.

21. 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.

22. 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).

23. 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.

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24. GOVERNING LAW; CHOICE OF LAW; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of Maryland, without regard to its conflicts of laws provisions, provided, however, that any dispute solely between you and the Service Provider shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. 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. Unless our Terms and Conditions membership agreement states otherwise, you agree that any claim or dispute you may have against us must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

25. 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.