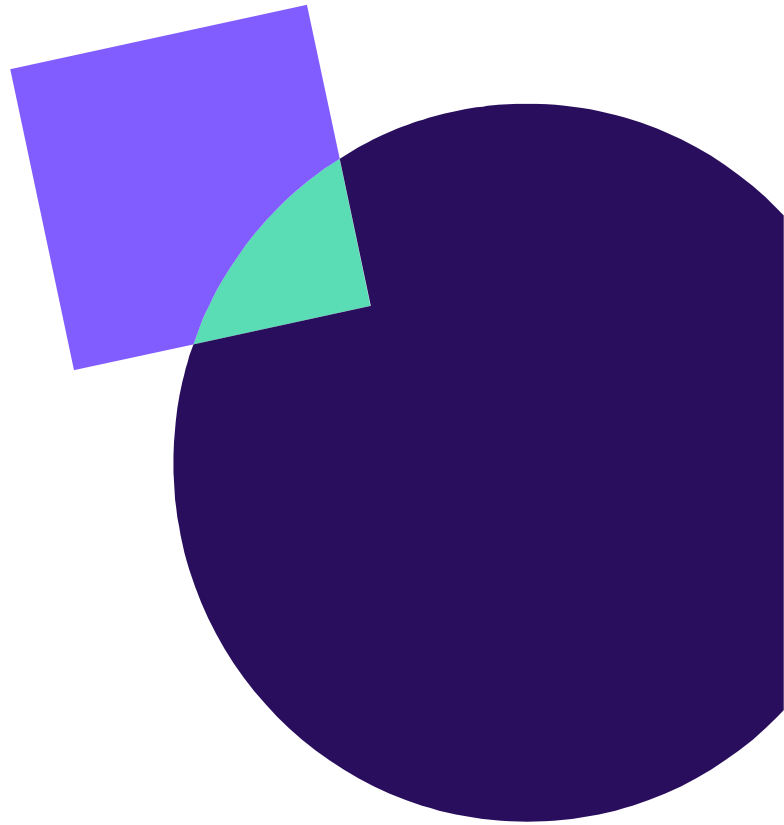




# Zelle Network<sup>®</sup> Standard Terms

Publication Date: October 31, 2024  
Effective Date: April 30, 2025



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## Summary of Changes

Summary of changes to the *Zelle Network® Standard Terms*. Participants must incorporate the revised Standard Terms into the Participant's app, website, or any other Participant supported channel by April 30, 2025.

Section	Revision
1. Description of Services	Clarified language for Zelle® tag.
2. Eligibility and User Profile	Reserved the right to suspend/terminate use of the Service. Removed language allowing enrollment with debit cards. Changed reference to Pay with <i>Zelle®</i> pilot to Bank as Biller. Added language to account for <i>Zelle®</i> tag. Non-substantive grammatical updates.
5. Wireless Operator Data	Clarified authorization for wireless carrier to disclose information.
6. Enrolling for the Service	Added restriction on toll-free numbers. Added reference to mobile disconnect notice. Removed reference to profile picture. Added language to account for use of <i>Zelle®</i> tag.
7. Consent to Emails and Automated Text Messages	Added reference to <i>Zelle®</i> tag.
8. Receiving Money; Money Transfers by Network Financial Institutions	Clarified other users could cause delay in receipt of money.
9. Sending Money; Debits by Network Financial Institutions	Clarified other users could cause delay in sending money and to only send money to those known and trusted.
10. Liability	Modified liability language to account for updates to the <i>Zelle Network® Participation Rules</i> regarding reimbursement of certain imposter scams.
12. Requesting Money	Clarified when reminders may be sent.
17. Use of Our On-line Banking Website and/or Mobile App	Updated "site" to "website".
20. Disclaimer of Warranties	Extended section to Financial Institutions.
Throughout Standard Terms document	Updated "Bank" to "Financial Institution". Limited use of registered trademark symbol to first mention of <i>Zelle®</i> and <i>Zelle Network®</i> in each section.

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# About this Document

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**Purpose** The *Zelle Network® Standard Terms* contain the latest terms and conditions for the Zelle® Payments Service managed and maintained by the Network Operator.

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**Content** Changes to the *Zelle Network® Standard Terms* are communicated and identified as part of the "Summary of Changes" for each edition.

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**Document Conventions** The following conventions are used within this document:

Symbol	Description
	Change Bars: These are vertical lines in the left margin that identify revised or added text. All changes in the NOC are indicated using change bars, as shown on the left.
	Trash can: This icon is shown in the left margin to indicate deleted text.
	Move symbol is an icon in the left margin to indicate text has moved as compared to the most recent previously published version of these Terms.

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# Zelle Network® Standard Terms

## 1. Description of Services

- a. We have partnered with the Zelle Network®, commonly known as Zelle® (“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.

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.**

These Terms of Use (“Terms”) set forth the terms and conditions under which the Service is offered. These Terms are incorporated by reference into the UFCU Electronic Funds Transfer Agreement and Disclosure – Reg E (“EFT Agreement”) by and between University Federal Credit Union (“UFCU,” “we,” “us”) and you. Except as otherwise provided in these Terms, to the extent these Terms are inconsistent with the provisions of the EFT Agreement, these Terms and any amendment hereto shall control, but only to the extent necessary to resolve such conflict. Any Account accessed through the Service is also subject to the terms and conditions of your Member and Account Agreement, and the Consumer Account Disclosures located at <https://www.ufcu.org/policies-legal/disclosures> (collectively “Account Disclosures”). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

This agreement constitutes the final and complete agreement that governs the use of Zelle. This Agreement, in conjunction with the terms listed at: <https://www.ufcu.org/policies-legal/disclosures> (collectively “Disclosures”), govern the use of the Zelle services offered at UFCU, and constitute the final and complete agreement and supersedes all other oral and written agreements, understandings and representations with respect to the subject matter hereof.

Credit Union may amend (add, delete or change) the terms of the Agreement, including applicable fees. Credit Union may make such amendments, additions, changes or deletions, at any time and at Credit Union’s sole discretion. Credit Union will notify Client of the change as soon as reasonably practicable after

it is implemented, which notice may be given electronically. Client's continued use of Zelle will evidence Client's consent to any amendments, including additions, changes or deletions.

We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for unapproved purposes, such as those outlined in paragraph 2, or if we believe you are using the Service in a manner that exposes UFCU or Zelle to liability, reputational harm or brand damage, including if you violate the content standards outlined in Paragraph 2.

We may also suspend or terminate your use of the Service if you are not a Member of this Credit Union that is in good standing, if you have caused this Credit Union a loss, or you have made use of the Service for any of the following:

- Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);
- Purchase or sale of firearms, ammunition and other weapons;
- Funding of terrorist organizations;
- Money laundering;
- Perpetration of fraud or scams
- Upload of any Materials that:
  - promote intolerance, violence or hate;
  - promote or enable Ponzi schemes;
- Attempted upload or transfer of traveler's checks, money orders, equities, annuities, or currencies;
- Attempted upload or transfer of Digital currencies such as bitcoins;

### 3. Consent to Use and Disclosure of Personal Information (including Account Information)

You hereby consent to our disclosure of your personal information (including Financial Institution account information) to Zelle, other Network Financial Institutions and other third parties, as necessary, to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a) as necessary to resolve a problem related to a transfer or payment between you and another User;
- b) to verify the existence of your Financial Institution account, or debit card, as applicable;
- c) to comply with a government agency or court orders;
- d) to our affiliates, as permitted by law;
- 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;
- or
- h) as otherwise permitted by the terms of our Privacy Policy

## 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy, which is incorporated and made a part of this Agreement by this reference, at <https://www.ufcu.org/policies-legal/privacy-policy>.

## 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. 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 (888) 912-2871. For help or information regarding text messaging, send HELP to or contact our customer service at [members@ufcu.org](mailto:members@ufcu.org) or (800) 252-8311. You expressly consent to receipt of a text message to confirm your "STOP" request.
- e. Supported Carriers: All major mobile carriers based in the United States. Please check with your individual mobile carrier to confirm availability.

## 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, the Credit Union, 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 UFCU nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of UFCU or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither UFCU 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.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. UFCU or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

## 11. Send Limits

Transfers to established recipients from a Financial Institution Funding Account may be made up to a daily dollar limit of \$500.00 and a transaction limit of \$500.00. Higher limits may apply in certain transactions. Please note: the amount of money you can send a new recipient may be initially lower; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.

Zelle send limits are set at the customer profile and apply to all accounts visible in the “From” dropdown when initiating a Zelle payment.

You may be denied service for Zelle transactions if there are insufficient funds in your account to perform the transaction.

## 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

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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 electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. By Telephone: (512) 467-8080 or (800) 252-8311 By U.S. Mail: P.O. Box 9350, Austin, TX 78766

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. So that we may fully investigate your complaint, we may ask you to provide additional information to the extent allowed by law.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If a notice of error involves an unauthorized transaction on your Visa Debit Card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within five (5) business days of your notification so you will have use of the money during the time it takes us to complete our investigation.\*\*\* However, we may delay providing provisional credit if the circumstances or account <https://www.ufcu.org>, for any fees associated with such copies. \*For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. \*\* For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. \*\*\* Does not apply to Non-Visa PIN-less transactions.

- a. Telephone Numbers and Addresses In case of errors or questions regarding a transfer, call (800) 252-8311 or write us at: UFCU PO Box 9350 Austin, TX 78766-9650.

NOTE: The service is intended for sending money to family, friends and others whom you trust. You should not use Zelle to send money to recipients with whom you are not familiar or you do not trust. Neither we nor Zelle offer a 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 otherwise not what you expected).

Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For cards with the Visa logo, and PIN-less debit card transactions over Visa Networks (and the access codes associated with those cards): You will not be liable for any amount unless we can prove that you were negligent in the handling of your card. For example, if you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent. Under no circumstances, however, will you be

liable for more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500. You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was provided 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 the money if you had told us in 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 are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification. If you believe your card or access code has been lost or stolen, call: (512) 467-8080 or (800) 252-8311 during normal business hours or write: P.O. Box 9350, Austin, TX 78766. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

#### 14. Your Liability for Unauthorized Transfers

Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you permit other persons to use the Service or your Password, you are responsible for any transactions they authorize from your accounts. If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE.
2. You may notify the Financial Institution by telephone, writing, or in person. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

#### 15. Liability for Failure to Complete Transfers

We do not make any representation or warranty that any particular Transfer If we do not complete a transfer to or from your account on time or in the correct amount according to 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 available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, home banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the

transfer, despite reasonable precautions that we have taken.

- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

## 16. Fees

We do not charge a fee for using the Transfer 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) may also apply to your account(s) that you use for the Transfer Service. In addition, fees may apply if you use the Transfer 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 Transfer 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 the Funding Account used for the Transfer Transaction.

Please note that your mobile carrier may charge you for text messaging and data usage. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed.

## 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, but not limited to, our Digital Service Account Disclosures and Consumer Account Disclosures, which are available at <https://www.ufcu.org/policies-legal/disclosures>, and are incorporated into and made part of this Agreement by this reference.

## 18. Cancellation of the Service

You may cancel the Service by calling (800) 252-8311 or online. By canceling the Service, any Pending, Repeating and Future Dated transfers, will also be terminated. However you cannot cancel any transfer that is In Process. 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.

## 19. Right to Terminate Access

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service in whole or part, at any time and for any reason, without prior notice, including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when you no longer have an eligible Exchange Financial Institution Account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your Financial Institution Account is not in good standing, that account will not be eligible to be used in Zelle transactions. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in Zelle network or with a particular financial institution at any time.

## 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

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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).

## 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 is governed by our Charter and Bylaws, federal and state laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the State of Texas. As permitted by applicable law, you agree that any legal action regarding this Membership Agreement shall be brought in Travis County, Texas.

## 24. Miscellaneous

- a. 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. You acknowledge and agree that for any claims or disputes you assert against Zelle and Early Warning Services, LLC, Zelle and Early Warning Services LLC are entitled to enforce the Resolution of Disputes by Arbitration Provision ([https://www.ufcu.org/docs/default-source/legal/resolution-of-disputes-by-arbitration-provision-\(pdf\).pdf?sfvrsn=2b1a6809\\_5](https://www.ufcu.org/docs/default-source/legal/resolution-of-disputes-by-arbitration-provision-(pdf).pdf?sfvrsn=2b1a6809_5)) against you.

- b. Definitions. Terms not defined herein have the same meaning as set forth in the EFT Agreement.
  - a. "Account" or "Accounts" refers to any account or share account that may be debited or credited with funds under these Terms of Use.
  - b. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
  - c. "Receiver" or "Recipient" is the person or entity to which you are transferring funds through the Services.
  - d. "Sender" is a person or business entity that sends you a payment through the Service(s).
  - e. "Transfer" means an electronic movement of funds from Sender's Account to an account of another party by means of the Service.
  - f. "Transfer Instructions" are the information that you provide when using the Service.
  - g. "User" means any other participant in the *Zelle Network*.
  - h. "You" and "yours" mean anyone who signs up for the Zelle Service including any agent



stemming from a power-of-attorney or authorized signer.

- i. "We," or "Credit Union" means University Federal Credit Union or UFCU.

