

Zelle Network® Service Terms and Conditions

Definitions:

“We”, “our”, and “us” shall refer to Partners Federal Credit Union. “You” and “your” shall refer to an individual member that is the owner of an account who is agreeing to these terms. “Zelle” shall mean the *Zelle Network*.

1. Description of Services

- a. We have partnered with the *Zelle Network* (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with *Zelle* as “Network Banks.”
- 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 transmitted by a Network Bank.
- c. Transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended time from time, including, without limitation, the National Automated Clearing House Association (“NACHA”) or real time payment services (“RTP”).
- d. **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 register to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the registered 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.

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 registration if we believe that you are registering 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. We have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments, and you agree that you will not use the Zelle Payment Service to request money from anyone for any such payments that violate any law, statute, ordinance, or regulation. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

In addition, you agree that you will only use the Zelle for lawful purposes. You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the Zelle regardless of the purpose of the use, and for all communications you send through the Zelle.

The Service allows you to send or receive money using your consumer deposit account. 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 other purposes or in a manner for which it was not intended, or if we believe you are using the Service in a manner that exposes Us or Zelle to liability, reputational harm or brand damage. We may determine other eligibility criteria in our sole discretion.

We reserve the right to amend these terms and conditions at any time. You will be provided with the amended terms upon signing into *Zelle*, and should you continue to use *Zelle*, shall be deemed to have

accepted them.

3. Consent to Share Personal Information (Including Account Information)

In agreeing to use the *Zelle Network*, you agree that some personal information, including your account number, shall be shared with *Zelle* and the participating financial institutions. These institutions will keep your information confidential and obey all applicable laws regarding such information.

You consent to our disclosure of your personal information (including bank account information) to *Zelle*, Service Providers, other Network Financial Institutions, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and the following:

- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For fraud and identity verification purposes;
- For our general business purposes, including without limitation data analysis and audits; or
- 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 and Disclosures at <https://www.partnersfcu.org/privacy-policy/> which the Credit Union Privacy Policy 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 operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information, if available) to or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See *Zelle's* Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

6. Registering 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 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 registered, 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, 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 register again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have registered 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 registered), you will receive a message with instructions on how to enroll with *Zelle*.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number 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 Banks or their agents regarding the Services or related transfers between Network Banks 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, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact us at pfcu.msc@partnersfcu.org or 800.948.6677. You expressly consent to receipt of a text message to confirm your "STOP" request.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number 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 registered.

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, to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we 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.

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 always 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. If the person you

sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, to protect you, us, *Zelle* and the other Network Banks, 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*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to register 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).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

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 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 ARE OTHERWISE NOT WHAT YOU EXPECTED).

11. Send Limits

There are daily limits on the amount of money you can send through the Service. Your limits may be adjusted from time to-time at the Credit Union's sole discretion to protect the security of account and/or the transfer system. We may refuse to process any transaction that exceed limits. In this case, you are responsible for making alternative payment arrangement. See FAQs <https://www.partnersfcu.org/zelle> for more information related to daily and monthly limits set by the credit union.

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 sole 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 Banks from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable 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

You agree to confirm all transactions before entering them. However, it is possible that errors may occur. ***NEITHER WE NOR ZELLE SHALL BE LIABLE FOR ANY TYPOS OR KEYSTROKE ERRORS THAT YOU MAY MAKE WHEN USING THE SERVICE.*** If an error has occurred, you must inform us **immediately** by calling us at 800.948.6677. You agree that such errors shall be dealt with as required by your account agreements and disclosures and any applicable state and/or federal laws.

14. Your Liability for Unauthorized Transfers

You agree that you, and not we, shall be liable for any transfers authorized by you. Transfers made based on incorrect information you provide are not unauthorized transfers. If you permit other persons to use the Service or your password, you are responsible for any transactions they authorized from your accounts. If you believe an unauthorized transaction was in connection with the Service, call us **immediately** at 800.948.6677 or write to: P.O. Box 10000, Lake Buena Vista, FL 32830. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you think your account statement or transaction history has errors, or if you need more information about a transaction listed on your account statement or transaction history, contact us as soon as possible. You **MUST** notify us of suspected errors no later than sixty (60) days after we **FIRST** make available your account statement on which the suspected error appeared. Please refer to our Electronic Fund Transfer Agreement and Disclosure Statement about your rights and liability for unauthorized transfers.

15. Liability for Failure to Complete Transfers

We shall have no liability for any transfers which were not successfully completed for circumstances beyond our control, such as fires, flood, acts of God, power outages and the like. We shall have no liability for any transfers which were not successfully completed if 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. We shall have no liability for any transfers which were not successfully completed if you have not provided us with complete and correct transfer information, including without limitation the email address or mobile phone number of the recipient for transfer or if the intended recipient of a transfer is not registered with the Service. In using the Service, you are requesting the Service to make payments for you from your designated account. If we are unable to complete the transaction for any reason associated with your designated account (for example, there are insufficient available funds to cover the transaction or the payment request would exceed the overdraft protection limit), the transaction will not be completed, and we will not be liable.

16. Fees

We do not charge a fee for the use of this Service, except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees. 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 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.

17. Use of Our Online Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Mobile Banking Agreement and

Electronic Funds Transfer Agreement and Disclosure, which are available at [Mobile Banking Agreement](#) and [Electronic Funds Transfer Agreement and Disclosure](#) and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

You may cancel this Service at any time by calling **800.948.6677** or by sending us a secure message using our online or mobile banking message center.

We may terminate your use of the Service, in whole or in part, at any time without prior notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

19. Right to Terminate Access

We reserve the right to terminate, modify, add and remove features from this Service at any time at our sole discretion as permissible by law. You may reject changes by discontinuing use of this Service. Your continued use of this Service will constitute your acceptance of and agreement to such changes. We reserve the right, but assume no obligation, to terminate your participation in the Service, if we deem your actions to be potentially unlawful, abusive, fraudulent, offensive, or unwelcome, or for any reason at our sole discretion. In the event you violate any terms of this Agreement, there are unauthorized or fraudulent transactions related to your designated account or use of the Service, or 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 also reserve the right to terminate or suspend our participation in the *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* MAKES NO 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. WE AND *ZELLE* DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE 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 WE OR *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE 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 WE OR *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH OUR OR *ZELLE'S* 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 US OR *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

YOU AGREE THAT YOU, NOR WE OR *ZELLE*, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT

OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER MEMBER OR PERSON WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

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

23. Governing Law; Choice of Law; Severability

The laws of the state of California and the applicable federal laws of the United States (without giving effect to any conflicts of law principles in either case) govern all matters arising out of or relating to this Agreement and all transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Each party waives, to the fullest extent permitted by law: (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement and all transactions it contemplates brought in any court in the state of California; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. The Arbitration Agreement and Waiver of Class Action terms and prior consent are incorporated into this Agreement and can be further reviewed at: <https://www.partnersfcu.org/app/uploads/2021/01/R4254-PFCU-Truth-in-Savings-Brochure-Web-Version.pdf>.

If it is held by a court or other lawful authority of competent jurisdiction that any term, provision, covenant, or condition of this Agreement is illegal, invalid, or unenforceable, in whole or in part, such provision will be ineffective to the extent of such illegality, invalidity, or unenforceability of this Agreement; such remaining provisions will continue in full force and effect, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties.

24. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Saturday, excluding U.S. bank holidays.

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