

Zelle Network® Standard Terms

Note to Participants: All italicized text found in brackets throughout are directional or informative notes to be deleted before publishing within the Participant's terms and conditions.

1. Description of Services

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

2. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this Zelle Participation *Agreement* (*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.

We reserve the right, in our sole discretion, to amend the terms and conditions of this agreement, with or without advance notice

All transactions conducted through the Service will be reflected in your periodic statement, which will be provided to you monthly unless there are no electronic fund transfers in a particular month. In any case you will get the statement at least quarterly.

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

By accepting this Agreement, you consent to the Credit Union sharing your personal information, including bank or credit union account information, as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary for Network Financial Institutions 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 bank or credit union account, or debit card, as applicable;
- d. To comply with government agency or court orders or other legal process;
- e. To our affiliates, as permitted by law;
- f. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- g. To comply with inquiries in connection with fraud prevention or any investigation;
- h. For our general business purpose, including without limitation data analysis and audits;
- i. As otherwise permitted by the terms of our Privacy Policy, as discussed in the Section below titled "Privacy and Information Security;" or
- j. 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 Policy at <https://www.popafcu.org/privacy-policy>, which is incorporated into and made a part of this *agreement* by this reference.

5. Wireless Operator Data

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

6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time. 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 (833) 692-3571. For help or information regarding text messaging, send HELP to (833) 692-3571 or contact our Zelle customer service team at (800) 369-7672. You expressly consent to receipt of a text message to confirm your "STOP" request.
- e. Supported Carriers: All major carriers

8. Receiving Money; Money Transfers by Network Financial Institutions

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

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

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

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

9. Sending Money; Debits by Network Financial Institutions

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

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

how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

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

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

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

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

11. Send Limits

For security reasons, we do not disclose send limits in this Agreement. Please contact us at (800) 369-7672 for information regarding applicable send limits. 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.

12. Requesting Money

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in

general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors

In Case of Errors or Questions About your Electronic Transfers, telephone us at (800) 369-7672 or write us at 13304 Alondra Blvd., Cerritos, CA 90703 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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 orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred and tell you the results of our investigation 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.

For errors involving new accounts, 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.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

14. Your Liability for Unauthorized Transfers

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

Tell us AT ONCE if you believe your password or other means to access your account through which you access the Service has been lost or stolen, or if your statement shows an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within sixty (60) days of our sending your statement, you can lose no more than \$50 if someone has transferred money without your permission. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the close of the sixty (60) days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the sixty (60) day period, we will extend the sixty (60) day period by a reasonable period.

If you believe your password or other means to access your account through which you access the Service has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (800) 369-7672 or write to us at 13304 Alondra Blvd., Cerritos, CA 90703. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

15. Liability for Failure to Complete Transfers

If the Credit Union does not complete a transfer to or from your account on time or in the amount you entered, in each case set forth in this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a. through no fault of ours, you do not have enough money in your account to make the transaction;
- b. the transaction would go over the credit limit on your credit line;
- c. the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d. circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e. the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f. your password has been entered incorrectly;
- g. the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

16. Fees

The Credit Union does not charge a fee for using Zelle. However, fees associated with text messaging may be assessed by your mobile carrier and data rates may apply. The Credit Union reserves the right to assess fees in connection with the Service or other transfer services in the future. If the Credit Union does assess fees, we will give you reasonable notice as required by law and we may deduct any applicable fees from the funding account used for the transfer transaction.

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

You agree to access this website and/or mobile app in compliance with our Mobile Banking and Mobile Deposit Disclosures and Agreements, which are available at <https://www.popafcu.org/resources/resources/forms-disclosures> and incorporated into and made part of this *Agreement* by this reference.

18. Cancellation of the Service

If you wish to cancel the Service, please contact the Credit Union at (800) 369-7672 or visit any branch location for assistance. Any payment(s) that have begun processing before the requested cancellation date will be processed by the Credit Union. You agree that the Credit Union may terminate or suspend your use of the Service at any time and for any reason. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this Agreement.

19. Right to Terminate Access

In the event you violate any terms of this Agreement, there are unauthorized fraudulent transactions related to your funding account, deposit account or use of the Service, or the Credit Union incurs problems with your use of the Service, you agree that the Credit Union may suspend or terminate your access to the Service at any time.

The Credit Union may, at its sole discretion, at any time and without prior notice to you or other Service participants, suspend or terminate:

- a. The Service;
- b. Your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction;
- c. Your ability to send or receive funds through a Transfer Transaction;
- d. Your ability to request funds from another User; or
- e. Your ability to receive requests for funds from another User.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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.

You agree to defend, indemnify and hold harmless the Credit Union and our service providers and the officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the site or this Service.

23. Governing Law; Choice of Law; Severability

Any and all matters in dispute between the parties to this Agreement, and any and all transactions arising out of or related to this Agreement, shall be construed and enforced in accordance with the laws of the State of California, to the extent that California law is not inconsistent with applicable federal law and regulation. However, California's choice of law rules shall not be applied if that would result in the application of non-California law. You and the Credit Union agree to make reasonable efforts to informally settle any disagreements that might occur

24. Miscellaneous

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

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

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use the Service. This responsibility includes, without limitation, you utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

You also understand and acknowledge that we will never contact you by telephone, text, or email to request sensitive information such as your card numbers, PIN, account numbers, Online Banking and Mobile

Banking login credentials, or other means of accessing your accounts, or to request that you initiate a transaction through Zelle, and you should remain vigilant and suspicious of persons requesting such information from you, even if they claim to be calling on our behalf.

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Service, you agree to protect and keep confidential your card numbers, PIN, account numbers, Online Banking and Mobile Banking login credentials, or other means of accessing your accounts via the Service. The loss, theft, or unauthorized use of your card numbers, PIN, account numbers, Online Banking and Mobile Banking login credentials could cause you to lose some or all of the money in your account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your card numbers, PIN, account numbers, Online Banking and Mobile Banking login credentials to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the Service or to access or use your card numbers, PIN, account numbers, Online Banking and Mobile Banking login credentials, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us. You also understand that you are responsible for all errors you commit (see Sections 10 and 13 for information regarding our responsibilities and your rights in the event of errors we commit), so it is important that you ensure the accuracy of information you provide to initiate transfers through the Service; while we generally will make good faith efforts to recover funds you transfer in error, we may not be able to recover funds despite our efforts, and you will be responsible for losses related to your errors.

Please also note that transactions you initiate or approve will not be considered “unauthorized transfers” for purposes of Section 14, since you initiated and/or approved the transfer, even if you were a victim of fraud (as a non-exclusive example, being tricked or persuaded to initiate or approve a transaction) when sending funds through the Service. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement and the terms of your Membership and Account Agreement and additional account disclosures (including the Arbitration Agreement and Waiver of Class and Collective Action included in the “About Your Accounts” Truth in Savings Disclosure, which is incorporated herein by this reference.

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 Arbitration Agreement and Waiver of Class and Collective Action included in the “About Your Accounts” Truth in Savings Disclosure.