



**First Source**  
Federal Credit Union

**First Source Federal Credit Union**  
4451 Commercial Drive  
New Hartford, NY 13413  
(315) 735-8571  
(800) 735-8571

## Zelle Agreement and Disclosure

### 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. **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 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 and Disclosure. 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.

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.

By initiating a transaction using the *Zelle* network, you accept the terms of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement. We reserve the right to modify the terms and conditions herein, at any time, at our sole discretion, subject to any prior notice requirements as may be required by law.

### 3. Amendments

Credit Union may amend this Agreement or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Credit Union may also provide you with an email notification of such amendments. The Credit Union may require you to affirmatively acknowledge or accept the revised Agreement in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

### 4. Consent to Share Personal Information (Including Account Information)

To use this Service you are providing information to Zelle and other Network Banks from your mobile phone, desktop, laptop, or other computer.

By participating in the Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages related to Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, related to the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients.

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:

- a.) As necessary to resolve a problem related to a transfer or payment between you and another User.
- b.) To comply with inquiries in connection with fraud prevention or any investigation.
- c.) To comply with government agencies or court orders.
- d.) For fraud and identity verification purposes.
- e.) For our general business purposes, including, without limitation, data analysis and audits.
- f.) Or as otherwise permitted by the terms of Credit Union of Denver's Privacy Policy

## 5. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy Notice at <https://www.fsource.org/getmedia/a4250dab-cd06-43a7-9ad1-981c02b7bf29/PrivacyPolicy15276.pdf.aspx>, which is incorporated into and made a part of this Agreement by this reference.

## 6. 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) to First Source Federal Credit Union 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 the First Source "Privacy Notice", <https://www.fsource.org/getmedia/a4250dab-cd06-43a7-9ad1-981c02b7bf29/PrivacyPolicy15276.pdf.aspx> and Zelle's Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data.

## 7. 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 a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
  - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, 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 picture 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 with *Zelle*.

## 8. 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 enrolled, 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 our customer service at 315-735-8571 or 800-735-8571. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: Not Required.

## 9. 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 enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network 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.

## 10. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time

of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. 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, in order 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 enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

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

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.

## **11. Liability**

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

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *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 NEITHER WE NOR *ZELLE* WILL BE LIABLE. YOU AGREE THAT YOU, NOT WE OR *ZELLE*, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

## **12. Outgoing Transaction Limitations**

For security reasons, we may impose limits on the amount of money you can schedule to send. We can, at our sole discretion, either approve or deny transactions in excess of the daily, weekly, and monthly limits. We also reserve the right to lower or raise these limits as we see fit. Our approval of transactions in excess of the established daily, weekly and monthly limits does not constitute a permanent amendment to this Agreement. Exceptions or increase to these limits are applied on a case by case basis and are done at our discretion.

## **13. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our 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.

#### **14. How to Notify Us of Unauthorized Transfer, Lost Device, Error, or Inquiry**

1. You agree to notify us immediately if you believe your username, password, or PIN has become known or an unauthorized transaction has occurred involving your Account. Telephoning is the best way of keeping your possible losses to a minimum. Please call us immediately at 315-735-8571 or 800-735-8571. You may also send a message via Communication Center, a secure messaging system, by logging into online banking, or write us at: First Source Federal Credit Union, 4451 Commercial Drive. New Hartford, NY 13413.

2. You must include the following information: Your name and membership account number; a description of the error, loss and/or Transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, the dollar amount of the suspected error or unauthorized Transfer.

3. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

4. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared.

#### **15. Claims, Limitation of Liability, No Warranty**

You agree that within 10 business days after you receive notification that your P2P Payment request has been executed, you will tell the Credit Union of any errors, delays, or other problems related to your request. If your funds transfer request is delayed or erroneously executed as a result of the Credit Union's error, the Credit Union's sole obligation to you is to pay or refund such amounts as may be required by applicable law. If you initiate a payment to a party or payee to which you did not intend, you are responsible to contact the receiving party to have the funds returned. The Credit Union or any of its payment processors are not responsible for payments which were made in error by you or anyone you authorize to make payments on your behalf. Any claim for dividends payable shall be at the current stated dividend rate. In any event, if you fail to notify the Credit Union of any claim concerning your funds Transfer request within 60 days from the date that you receive notification that your request has been executed, any claim by you shall be barred under applicable law.

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 when you have properly instructed us to do so, we will NOT be liable, in cases such as, but not limited to the following:

- a. If, through no fault of ours, you do not have enough money in your Account to make a Transfer.
- b. If a legal order directs us to prohibit withdrawals from the Account.
- c. If your Account is closed, or if it has been frozen.
- d. If the Transfer would cause your balance to go over the credit limit of an established line of credit or the limit for any arrangement set up to cover overdrafts.
- e. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- f. If any electronic terminal, telecommunication device, or any part of the online banking electronic funds Transfer system is not working properly and you knew about the problem when you started the Transfer.
- g. If you have not properly followed the on-screen instructions for using P2P.
- h. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the Transfer, despite reasonable precautions that we have taken.

## 16. Liability for Failure to Complete Transfers

The Agreement describes our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so. These Terms of use applies to our online transactions under the Services.

WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES:

- a. If the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your Internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or
- b. if the payment was a tax payment, a court ordered payment or payment to a payee outside the United States.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Issues Affecting the Posting of Transfers.** You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Credit Union to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Credit Union nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

## 17. Fees and Limitations on Transfers

The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee is charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to Transfer funds. Such Transfers may overdraw your account and may result in a Transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your Account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. 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. Your financial institution may also charge a transaction fee.

## **18. Use of Our On-line Banking Site and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our “Zelle Agreement and Disclosure”, which are available at <https://www.fsource.org/disclosures> and incorporated into and made part of this Agreement by this reference.

## **19. Cancellation of the Service**

If you wish to cancel the Service, contact us at 1 (315) 735-8571, (800) 735-8571, or write us at, 4451 Commercial Drive, New Hartford, NY 13413. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. at we may terminate or suspend your use of the Service at any time and for any reason or no reason.

## **20. Right to Terminate Access**

We reserve the right terminate your participation in the Service at our sole discretion. We will try to notify you in advance but are not obligated to do so.

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 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 Credit Union of Denver 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 account is not in good standing, that account will not be eligible to be used in connection with the Service. We may determine other eligibility criteria at our sole discretion. We also reserve the right to terminate or suspend our participation in the Zelle network or with a particular financial institution at any time.

## **21. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS 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. ZELLE DOES 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.

## **22. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK 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 ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH 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 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).

### **23. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network 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

### **24. Governing Law; Choice of Law**

Any dispute arising under this Agreement shall be governed by and subject to the Resolution of Disputes by Arbitration Agreement contained with your Membership and Account Agreement.

The same laws that govern your account relationship with us, as explained in the Membership and Account Agreement, shall govern these Terms of use. In any instance whereby you are not subject to the Membership and Account Agreement, or the terms of the Membership and Account Agreement are deemed inapplicable, then (i) the laws of the State of Colorado, excluding its conflict of law rules, shall govern these Terms of use, and (ii) you hereby irrevocably consent that all claims or disputes arising out of or in connection with these Terms of use shall be heard exclusively by any of the federal or state court(s) of Colorado.

We will not be deemed to have waived any of our rights or remedies under these Terms of use unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver of any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any of these Terms of use conflicts with the law under which these Terms of use are to be construed or if any provision of these Terms of use are held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to have restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms of use and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

**Class Arbitration Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION.

**Class Action Lawsuit Waiver.** YOU ALSO UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. YOU



UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO COMMENCE OR PARTICIPATE IN A CLASS ACTION LAWSUIT

This site is created and controlled by **First Source Federal Credit Union** in the State of New York. As such, the laws of the State of New York will govern this Agreement, without giving effect to any principles of conflicts of laws.

## **25. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

## **26. 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 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.