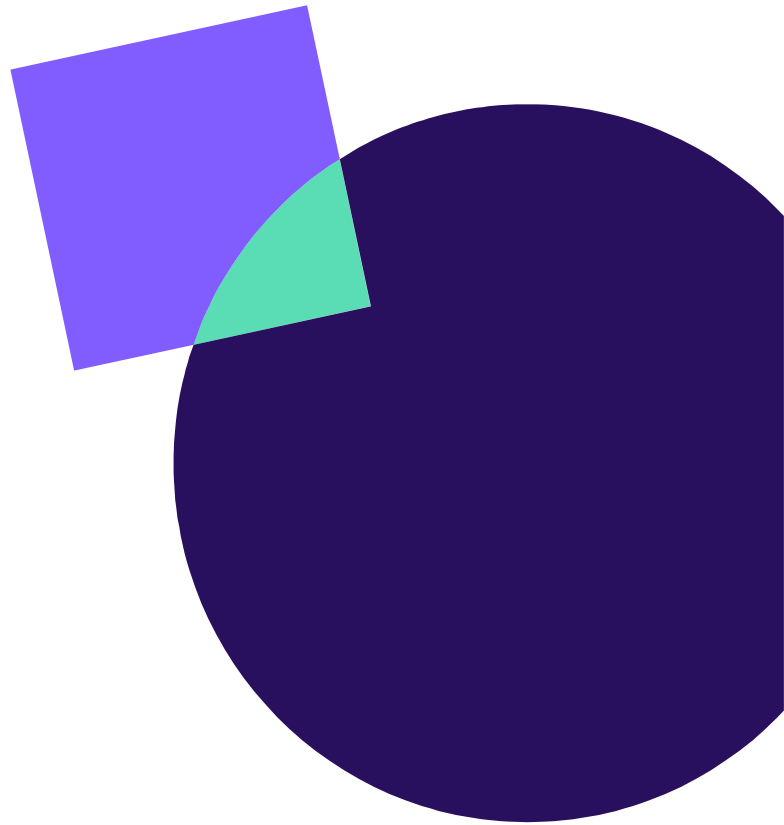




Zelle Network[®] Standard Terms

April 2022



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Summary of Changes

Summary of changes to the Zelle Network® Standard Terms. Participants must incorporate the revised Standard Terms into the Participant's app, website, or any other Participant supported channel by **October 31, 2022**.

Section	Revision
2. Eligibility and User Profile	Prohibit sharing credentials to make Zelle® transactions.
20. Disclaimers and Warranties	Clarified warranty of security.
24. Miscellaneous	For financial institutions whose agreements include pre-dispute arbitration clauses and class action waiver provisions, adding Zelle® and Early Warning as third party beneficiaries to those provisions.

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About this Document

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

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

Unless an effective date is specified, all changes are effective on the publication date. An accompanying separate document, *Zelle Network® Standard Terms Implementation Document*, is also provided in order to simplify the implementation process.

Document Conventions The following conventions are used within this document:

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

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Zelle Network® Standard Terms

1. Description of Services

- a. Century Federal Credit Union (“CFCU” and/or “Credit Union”) (“We”) (“Us”) 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 or Credit Unions”.
- 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 you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®’s 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 add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

Subject to applicable law, CFCU may modify this Service from time to time at our sole discretion. In the event of any changes, updates or modifications, you are responsible for making sure you understand how to use the Service, as modified. Except as otherwise required by law, We may also change the terms of this Agreement at any time. If We do make changes, we will update this Agreement, which can be viewed online. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Digital Banking and this Service. Changes to fees or terms applicable to your Accounts are governed by the Agreement(s) otherwise governing your applicable Accounts.

You agree that you are the legal owner of the Accounts and other financial information which may be accessed via Digital Banking. You agree not to misrepresent your identity, or your account information and you understand that you are required to keep your personal contact information current and up to date for this purpose. You agree to keep CFCU informed of changes to your email address and other personal contact information on file. You also agree that you are an authorized user of the Device on which the Service is running. If applicable, your debit card used to enroll in this service must be issued in conjunction with a US domestic deposit account (no US territories).

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

By accepting this Agreement, you consent to CFCU 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 Banks or Credit Unions 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.

Refer to the CFCU Privacy Policy linked below for details.

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.cenfedcu.org/about-us/privacypolicy>, 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 operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship.

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 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, 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®.

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 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.
- 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 Zelle®, [send STOP to 53608](#). For help or information regarding text messaging, send HELP to 53608. You expressly consent to receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: [AT&T](#), [Sprint](#), [T-Mobile](#), [Verizon](#) and all other Major Wireless Carriers.

8. Receiving Money; Money Transfers by Network Banks

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

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

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). THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING ATTORNEY FEES AND/OR LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, MOBILE PHONE, COMPUTER, SOFTWARE, SERVICES, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, MOBILE PHONE, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN, DAMAGE TO, OR DISCONNECTION OF YOUR ELECTRICAL POWER OR TELEPHONE OR INTERNET SERVICE.

11. Send Limits

You may not send money in excess of the limits described below. [The per transaction limit is \\$1,000 per item. Transfers may be made up to a daily dollar limit of \\$1,000, a weekly limit of 7,000, and a 30-day rolling dollar limit of \\$28,000.](#)

Sending limits applicable to Users at other financial institutions are governed by the User's Financial Institution's transfer service agreements. Sending limits applicable to Users who use the separate Zelle® mobile app are governed by separate Zelle® service agreements.

We reserve the right to change from time to time the dollar amount of money you are permitted to send using the Zelle® Transfer Service without prior notice to you, unless otherwise required by applicable law or regulation. For example, in the event that your use of the Zelle® Transfer Service has been suspended and reinstated, you understand and agree that your use of the Zelle® Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All sending limits are subject to temporary reductions to protect the security of customer accounts and/or the Zelle® Transfer Service. Your sending limits may vary from those of other Users, depending upon criteria we establish from time to time.

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 your 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

In case of errors or questions about your Electronic Transfers, contact Century Federal Credit Union at (800) 615-2328, or (216) 535-3200 or write us at Century Federal Credit Union Corporate Headquarters, 4600 Rockside Road Suite 204, Independence, Ohio 44131.

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

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure of and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 10 business days.

We will determine whether an error occurred within 15 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 15 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 10 business days, we may not credit your account. Based on the outcome of the dispute, the credit may be reversed upon completion of 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 Zelle, as well as transactions authorized by any party to whom you have disclosed your password.

Notify us AT ONCE if you believe your password has been lost or stolen, or if you believe that an Electronic Funds Transfer has been made without your permission. You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

15. Liability for Failure to Complete Transfers

If we do not complete a transfer to or initiate a transfer from your account within specified time frames, or in the correct amount, all in accordance with our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your funding account to make the transfer.
- If the transfer would go over the credit limit on your overdraft/courtesy pay line.
- If the system supporting the transfer was not working properly and you knew about the breakdown when you started the transfer.
- If you provide an incomplete or incorrect Password, or you answer security questions incorrectly, or you do not enter correct login information supplied by us to authenticate your identity, or because your Password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers or using the Service.
- If the funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment.
- If your account is closed or if it has been frozen.
- If we received incorrect or incomplete information from third parties.
- If you, or anyone you allow to access the Service, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- If our failure to complete the transaction is done to protect the security of your account and/or the Service.
- If the payee mishandles or delays a payment sent through the Service.
- If delays in processing and/or payment are caused by third-party software and/or services.
- If the transfer is delayed or canceled for any of the reasons described in other Sections of this Agreement.
- If circumstances beyond our control (such as a fires, floods, acts of God, power outages and the like) prevent the transfer, despite reasonable precautions that we have taken.
- If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable), the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.

The list of examples set out in this Section is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances for which we would not be liable. Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected transfers.

16. Fees

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the Consumer Fee Schedule, user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are**

specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts, share accounts, or other accounts will continue to apply. You are responsible for all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider for using this Service.

17. 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 Online Banking Disclosure and Agreement, which is available at <https://www.cenfedcu.org/member-resources/additionalresources/disclosures> and incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between this Agreement and other disclosures or agreements We have provided to you, this Agreement will govern to the extent of any such inconsistency.

18. Cancellation of the Service

If you wish to cancel the Service, please contact the Member Service Center at (800)615-2328 or (216)535-3200 or visit any CFCU branch and speak with a representative. 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. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this Agreement.

We will not be responsible for any outstanding transaction issues associated with cancelling this Service, or any transfers initiated before we have been provided with notice of cancellation and reasonable time to act upon such notice.

When you cancel Zelle, you will no longer be able to access or use Zelle and you will not receive a refund of fees, if any. When you cancel Zelle, it will not cancel your other online services or your member account relationships, if any, with CFCU.

If you want to unregister from the Service you should follow the “unenroll” prompts through your device. Once you unenroll, you will have to re-register in order to use the Service in the future.

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 US 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.

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 or share account or use of the Transfer Service, or we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

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

- The Service,
- Your ability to send or receive funds through the Service,
- Your ability to send funds through the Service, while continuing to permit you to receive funds through the Service,
- Your ability to request funds from another Member, or

-
- Your ability to receive requests for funds from another Member.

20. 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, 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 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).

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 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.

You agree to defend, indemnify, and hold CFCU, and its officers, directors, and employees harmless from and against any and all costs, liabilities, losses and expenses including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any Participant relating to: (a) a breach or alleged breach by you or any of your representations, warranties, covenants, or obligations hereunder, (b) your use, misuse, or failure to use the Service or (c) infringement or misappropriation of any Intellectual Property or the Intellectual Property rights of any third party by you.

23. Governing Law; Choice of Law; Severability

This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the laws of the State that is specified in your CFCU Membership and/or Account Agreement(s) for governing your eligible transaction accounts. Any action between us shall be subject to the jurisdiction and venue provisions of that Agreement which are hereby incorporated into this Agreement.

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect, and such invalid, illegal or unenforceable provisions shall, to the extent permitted and possible, be deemed replaced by a provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable provision.

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 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.

Zelle® and Early Warning Services, LLC are expressly identified as third-party beneficiaries under the CFCU Arbitration and Class Action Waiver available at <https://www.cenfedcu.org/member-resources/additionalresources/disclosures> on any disputes arising from your use of the Service and incorporated into and made part of this Agreement 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 also entitled to enforce this provision against you.