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ZELLE® AND OTHER PAYMENT SERVICES TERMS



ARMY
MARINE CORPS
NAVY
AIR FORCE
COAST GUARD
SPACE FORCE
VETERANS

A. Zelle® and Other Payment Services ESIGN Member Consent to Use Electronic Signatures and Documents

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES ABOUT THE *Zelle* AND OTHER PAYMENT SERVICES AND TO ENGAGE IN *Zelle* AND OTHER PAYMENT SERVICES TRANSACTIONS ELECTRONICALLY VIA DIGITAL BANKING.

PLEASE SCROLL TO READ THE FULL DISCLOSURE.

PLEASE USE YOUR DEVICE FUNCTIONALITY TO RETAIN A COPY OF THIS DISCLOSURE FOR YOUR RECORDS.

We are required to provide disclosures, notices, statements, and other communications to you related to Navy Federal's digital products and services, and you have the right to receive this information on paper. Navy Federal may provide this information to you electronically or digitally only if we provide this *Zelle* and Other Payment Services ESIGN Member Consent to Use Electronic Signatures and Documents disclosure ("*Zelle* ESIGN Disclosure") to you and obtain your consent to receive electronic disclosures and to conduct transactions electronically.

1. Agreement to Receive Communications in Electronic Form

By agreeing to this *Zelle* ESIGN Disclosure, you consent to receive the following information electronically or digitally: the *Zelle* and Other Payment Services Terms, any change in those terms, and any notices or communications related to the *Zelle* and Other Payment Services and your *Zelle* and Other Payment Services transactions. Your consent will remain in effect until you give us notice that you withdraw it. Even though you consent to receive information electronically, you can always obtain paper versions by request. We may charge you a reasonable fee for delivery of paper versions of information already provided electronically.

2. Form of Electronic Communications

We will provide information to you in electronic form by (1) email, (2) SMS text message, (3) Online Banking, or (4) the application.

3. Withdrawal of Consent

If you decide that you do not want to continue receiving information related to the *Zelle* and Other Payment Services electronically, you can withdraw your *Zelle* ESIGN Disclosure consent by calling Navy Federal at 1-888-842-6328 or by visiting a Navy Federal branch. Withdrawal of your *Zelle* ESIGN Disclosure consent will be effective only after we have a reasonable amount of time to process the withdrawal.

Please note that withdrawing your *Zelle* ESIGN Disclosure consent will result in termination of your access to the *Zelle* and Other Payment Services, including the ability to initiate *Zelle* and Other Payment Services payments on Navy Federal's Mobile or Online Banking platforms.

4. Updating Your Records

You agree to provide us with your valid email address and other contact information for purposes of receiving information related to the *Zelle* and Other Payment Services. You can update your information through Digital Banking, or by contacting us at 1-888-842-6328. You may also write to us at Navy Federal Credit Union (EFT), P.O. Box 3001, Merrifield, VA 22119-3001.

5. Hardware and Software Requirements

We do not endorse a specific operating system or particular web browser. To receive and view information electronically related to the *Zelle* and Other Payment Services, you must have one or more of the following:

- a valid email address;
- a current version (defined below) of a web browser;
- a current version of our Navy Federal application (via the App Store® or Google Play™);
- a connection to the internet;
- a current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader®, for viewing and retaining certain disclosures;
- a printer, if you wish to print your disclosures and retain your records in paper;
- the capacity to store information; and
- an internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows®, MacOS®, iOS, or Android™) capable of supporting the above.

By “current version,” we mean a version of the software that is supported. We reserve the right to discontinue support of a current version of software for security or stability purposes. The following link includes more information on the operating systems and web browsers we currently support and related system requirements: [Software and Hardware Requirements](#). We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to the *Zelle* and Other Payment Services. You should check the [Software and Hardware Requirements](#) page occasionally for updates on supported software. The Software and Hardware Requirements are available on the Browser Support page of navyfederal.org.

From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

6. Access to Your Disclosures and Requesting Paper Copies

This disclosure, as amended from time to time, will remain available for viewing and printing at navyfederal.org.

7. Communications “in Writing”

All information provided to you in either electronic or paper format will be considered “in writing.”

8. Termination/Changes

We may discontinue the provision of information electronically or terminate or change the terms and conditions under which we

provide information electronically. We will provide you with notice of any such termination or change as required by law.

By providing your consent, you are confirming that you have the hardware and software necessary to receive information electronically and that you have a valid email address.

App Store and MacOS are trademarks of Apple, Inc., registered in the U.S. and other countries. Windows is a registered trademark of Microsoft Corporation in the United States and/or other countries. Google Play and Android are trademarks of Google LLC. Adobe Reader is a registered trademark of Adobe Systems Incorporated in the United States and/or other countries. iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license.

B. Zelle and Other Payment Services Terms

1. Definitions

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Business Day" is Monday through Friday, except federal holidays.
- c. "Eligible Transaction Account" is a U.S. transaction account from which your payments will be debited or a U.S. transaction account to which payments and credits will be credited, that is eligible for the *Zelle* and Other Payment Services.
- d. "Navy Federal," "we," "us," or "our" refers to Navy Federal Credit Union and its affiliates and Service Providers.
- e. "Network Financial Institutions" means financial institutions that have partnered with *Zelle*.
- f. "Payment Network" means a debit or credit payment network (such as the ACH Network, Visa®, or NOW payment network) through which funds may be transferred.
- g. "Payment Request" is when a User asks a Network Financial Institution to make a payment on his or her behalf under the *Zelle* Payment Service or us through the Other Payment Services.
- h. "Service Provider" means companies that we have engaged (and their affiliates and subcontractors) to render some or all of the *Zelle* and Other Payment Services to you on our behalf.
- i. "Site" means Navy Federal's website (navyfederal.org) or Navy Federal's mobile app.
- j. "User" means you and others who are enrolled in the *Zelle* Payment Service directly with *Zelle* or a Network Financial Institution.

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

2. Introduction

This document describes the terms and conditions of use of Navy Federal's *Zelle* service offering, which consists of two types of payment services: the *Zelle* Payment Service and Other Payment Services (together, called the "*Zelle* and Other Payment Services"). This is a contract (hereinafter "Agreement") between you and Navy Federal in connection with the *Zelle* and Other Payment Services offered through the Site. This Agreement includes, and your use of the *Zelle* and Other Payment Services is subject to, the terms of the [Important Disclosures \(NFCU 606\)](#); [Mobile Banking, Online Banking, and Bill Pay Terms and Conditions \(NFCU 652A\)](#); and [Debit Card Disclosure \(NFCU 210AB\)](#) that apply to your use of the *Zelle* and Other Payment Services and the portion of the Site through which the *Zelle* and Other Payment Services are offered.

3. Service Providers

We are offering you the *Zelle* and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the *Zelle* and Other Payment Services to you on our behalf. However, notwithstanding that Navy Federal has engaged such a Service Provider to render some or all of the *Zelle* and Other Payment Services to you, Navy Federal would be the sole party liable to you for any payments or transfers conducted using the *Zelle* and Other Payment Services, and Navy Federal would be solely responsible to you and any third party to the extent of any liability attached in connection with the *Zelle* and Other Payment Services. You agree that Navy Federal has the right to delegate to Service Providers all the rights and performance obligations that Navy Federal has under this Agreement, and that the Service Providers will be third-party beneficiaries and entitled to all the rights and protections that this Agreement provides to Navy Federal.

4. Description of the *Zelle* and Other Payment Services

We have partnered with the *Zelle* Network® ("*Zelle*") to enable a convenient way for Users to transfer money between them using email addresses and mobile phone numbers ("*Zelle* Payment Service," as further described below). *Zelle* provides no deposit account, meaning you cannot establish a bank account with *Zelle*. *Zelle* facilitates the transfer of money by a Network Financial Institution; it does not transfer or move money. The *Zelle* Payment Service enables you: (1) to initiate a payment from an Eligible Transaction Account to a person with an Eligible Transaction Account ("Eligible Person") who is or becomes a User; and/or (2) to receive a payment from a User into an Eligible Transaction Account, in U.S. dollars.

THE *Zelle* AND OTHER PAYMENT SERVICES ARE INTENDED TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE *Zelle* PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR WHOM YOU DO NOT TRUST.

In addition to the *Zelle* Payment Service, we provide "Other Payment Services" under this Agreement. Other Payment Services are not sent via *Zelle* and allow you to send money to people if you provide their Eligible Transaction Account information. Additionally, you can establish a one-time payment for a later specified date up to one (1) year in advance, and you can also establish a recurring series of payments on dates you specify. Except as otherwise stated in this Agreement, if the scheduling of

future-dated payments and recurring payments is made using an email address or a U.S. mobile phone number for the recipient, on the payment date, the payment will be processed as part of the *Zelle* Payment Service. If the scheduling of future-dated payments and recurring payments is made using an Eligible Transaction Account number, on the payment date, the payment will be processed as part of the Other Payment Services.

The *Zelle* and Other Payment Services enable you: (1) to initiate a Payment Request from an Eligible Transaction Account to an Eligible Transaction Account; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, *Zelle* payments may be made, accepted, or requested through other locations besides our Site, such as the *Zelle* mobile application, and those payments shall be subject to the terms of other agreements. Subject to the terms of this Agreement, the *Zelle* and Other Payment Services are generally available twenty-four (24) hours, seven (7) days a week with the exception of outages for maintenance or circumstances beyond our or *Zelle*'s control.

The *Zelle* Payment Service allows for the delivery of payments to Users through a Payment Network designed to deliver payments typically within minutes, although actual speed will vary. The *Zelle* and Other Payment Services are not instantaneous, and your payment delivery speed is dependent upon several factors, including whether an activated debit card is associated with your Eligible Transaction Account, the funds availability policy of each financial institution, and Payment Network availability. Payments that are sent using the Other Payment Services typically will be sent within three (3) days or less or on a future date if designated by you on the Site.

5. Enrolling for the *Zelle* and Other Payment Services

You must enroll to use your checking account with the *Zelle* and Other Payment Services through the Site. In order to enroll for these *Zelle* and Other Payment Services, you must have enrolled an email address that you regularly use and intend to continue using regularly and a U.S. mobile phone number that you intend to use for an extended period of time (i.e., no disposable or "burner" phone numbers) on our Site. You may not enroll in the *Zelle* and Other Payment Services with a landline phone number, a Google Voice number, or Voice over Internet Protocol (VoIP). If at any time while you are enrolled, you do not send or receive money using the *Zelle* and Other Payment Services for a period of eighteen (18) consecutive months, we may terminate your use of the *Zelle* and Other Payment Services, and you will not be able to send or receive money with the *Zelle* and Other Payment Services until you enroll again. 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*.

When you enroll to use the *Zelle* and Other Payment Services, or when you permit others to whom you have delegated to act on your behalf to use or access the *Zelle* and Other Payment Services, you agree to the terms and conditions of this Agreement. You represent that you are at least eighteen (18) years of age and you have the authority to authorize debits and credits to your Eligible Transaction Account. You agree that you will not use the *Zelle* and Other Payment Services 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 *Zelle* and Other Payment Services to request money from anyone for any such payments. The *Zelle* and Other Payment Services are intended for personal, not business or commercial use, with the exception of certain businesses that have been approved by *Zelle*. You agree that you will not use the *Zelle* and Other Payment Services 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 *Zelle* and Other Payment Services with your business account. We further reserve the right to suspend or terminate your use of the *Zelle* and Other Payment Services if we believe that you are using the *Zelle* and Other Payment Services for business or commercial purposes. Your enrollment may not be completed if we cannot verify your identity or other necessary information. By enrolling for the *Zelle* and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau.

By providing us with names, bank account information, and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Services, you authorize us to follow the Payment Requests that we receive via the Other Payment Services.

Once enrolled, you authorize us to debit your checking account to send money to another Eligible Person either at your initiation or at the request of that User, and to credit your account when you 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 Payments." We do not guarantee the identity of any Users of the *Zelle* and Other Payment Services, including recipients to whom you send payments or those sending money to you.

6. Sending Payments

The *Zelle* and Other Payment Services are designed for you to send money to a person or a *Zelle*-approved business, either at your initiation or in response to another User's request for money. You understand that use of the *Zelle* and Other Payment Services by you shall at all times be subject to this Agreement. You understand that when you send payments using the *Zelle* Payment Service, you will have no ability to stop them. When you initiate a Payment Request, the recipient is not required to accept the payment if he or she has not enrolled in *Zelle*. You agree that you will not hold us liable for any damages resulting from a recipient's decision to not enroll in *Zelle*. For the *Zelle* Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in *Zelle*. As to the *Zelle* Payment Service, if the person you sent money to has already enrolled with *Zelle*, then the money

is sent directly to their Eligible Transaction Account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in “Payment Cancellation, Stop Payment Requests, and Unaccepted Payments” below.

You may send a one-time Payment Request to a recipient for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services, you may also initiate (a) a one-time Payment Request to a recipient for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Requests to a recipient for which processing shall be initiated on the specified dates. Although payments sent via the *Zelle* Payment Services generally cannot be stopped, Other Payment Services may be stopped in accordance with “Payment Cancellation, Stop Payment Requests, and Unaccepted Payments” below.

Payment Requests are processed in one of two ways: as *Zelle* Payment Service payments or as Other Payment Services payments. For the *Zelle* Payment Service, you can provide the recipient’s email address and/or U.S. mobile telephone number, and if the recipient has not yet enrolled in *Zelle*, then the *Zelle* Payment Service will contact the recipient and request the recipient to provide (i) information so that the identity of the recipient may be validated with the *Zelle* Payment Service, and (ii) bank account information in order to complete the Payment Request, even if the recipient does not bank at a Network Financial Institution. If the recipient maintains a bank account with a Network Financial Institution, the recipient may access the *Zelle* Payment Service through his or her financial institution’s website or mobile application to complete the Payment Request and receive the payment. If the recipient has already enrolled in *Zelle*, then the recipient will receive a message regarding your payment, unless the recipient has opted out of receiving messages.

For Other Payment Services, you can provide the recipient’s account and routing number, and other contact information for the recipient; such transactions are not sent via *Zelle*.

By providing us with names, mobile phone numbers, and/or email addresses of recipients to whom you wish to send a payment, you authorize us to initiate a payment through the *Zelle* Payment Service. When we initiate a payment on your behalf, you authorize us to debit your Eligible Transaction Account for the amount of any such payment and to send funds to the Eligible Person’s financial institution. If you have an activated Navy Federal Debit Card, your payment will be processed as a debit card transaction. If you do not have an activated Navy Federal Debit Card, your payment will be sent as an ACH transaction.

You acknowledge and agree that if your Payment Request identifies an account by account holder name and account number, the relevant financial institution may execute that Payment Request by reference to the account number only, even if such account number does not correspond to the account holder’s name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors. It is the responsibility of you

and the recipient to ensure the accuracy of any information entered into the *Zelle* and Other Payment Services (including, but not limited to, the amount of Payment Requests and name, mobile phone number, and/or email address for the recipient to whom you are attempting to send a payment), and for informing us as soon as possible if you or the recipient become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you or the recipient.

When you initiate a Payment Request to an Eligible Person whose financial institution receiving the funds requires an Eligible Person to affirmatively accept each payment, the recipient is not required to accept the payment. You agree that you will not hold us liable for any damages resulting from a recipient's decision to accept or not to accept a payment. If you are attempting to send money to another person using their routing and account information, the funds may be deposited directly into their account without them being notified by us or their financial institution.

For Eligible Persons not enrolled in *Zelle*, you acknowledge and agree that we will begin the funds transfer process once the recipient has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the recipient has provided (or we otherwise obtain) all required information or up to fourteen (14) days. If we do not obtain all required information from the recipient in order to complete the Payment Request by the fourteenth (14th) day, we will return such funds to your Eligible Transaction Account.

We will use reasonable efforts to complete all your Payment Requests properly. If we do not complete a Payment Request on time (subject to the terms in this Agreement) in the amount you entered, or to the recipient you entered, as described in this Agreement, we will be liable for your losses or damages. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, you do not have sufficient funds in your Eligible Transaction Account, including overdraft protection you may have (Optional Overdraft Protection Service (OOPS) or Checking Line of Credit (CLOC)), or sufficient funds in your linked savings account to complete the Payment Request;
- The *Zelle* and Other Payment Services are down or otherwise not working properly and you know or have been advised about the malfunction before you execute the Payment Request;
- The payment is refused as described below in Section 22 (Prohibited Payments);
- You have not provided us with the correct name, email address, mobile phone number, or account information of the recipient to whom you are initiating a Payment Request;
- Circumstances beyond our control (such as, but not limited to, fire, flood, Payment Network, or other financial institution issues) prevent the proper execution of the Payment Request; and/or
- The funds in your account are subject to legal process or holds, such as garnishment or attachment, or if the account is subject to a pledge or security agreement.

- a. Zelle Payment Service.** You understand *Zelle* Payment Service payments are electronic funds transfers using any debit card associated with your Eligible Transaction Account, including your joint account owner's debit card. All Navy Federal Debit Cards are issued in conjunction with United States domestic deposit accounts, not United States territory-based accounts. Your Eligible Transaction Account must have an activated debit card to send and/or receive payments via the *Zelle* Payment Service. You also understand that when you send a payment via the *Zelle* Payment Service, you will generally have no ability to stop it (you may be able to stop the payment from being sent if the payment is put in a pending status for some reason, for example, suspected fraudulent activity). For payments via the *Zelle* Payment Service, you can initiate a Payment Request using the recipient's email address or mobile phone number, and the *Zelle* Payment Service will validate the *Zelle* payments eligibility of the recipient prior to transferring the funds. Not all financial institutions participate in the *Zelle* Network and would not be able to participate in payments using *Zelle*.

In most cases, when you are sending money using a *Zelle* payment, the payment will arrive 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 Financial Institutions, we may need additional time to verify the identity of the Users. If you are attempting to send money via the *Zelle* Payment Service to someone who has not enrolled as a User with either *Zelle* or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. A *Zelle* Payment Service transfer may take up to three (3) Business Days from the day the intended recipient responds to the payment notification by enrolling as a User. If they fail to enroll with *Zelle*, or otherwise ignore the payment notification, 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 by email or text message and may request you or the recipient to take additional action. We have no control over the actions of other Users, other Network Financial Institutions, or other financial institutions that could delay or prevent your money from being delivered to the intended User. If your Payment Request is not eligible for *Zelle*, including if you have reached your 30-Day Limit, the Site will not display "Send Now".

- b. Other Payment Services.** For Other Payment Services, you understand and agree that when you initiate a Payment Request from an Eligible Transaction Account, the payment will either be an ACH or debit card transaction, which will debit your Eligible Transaction Account as early as the day you initiate the payment. Other Payment Services will generally be sent as debit card transactions. If you do not have an activated debit card, they will be sent as ACH transactions. Other Payment Services may also be sent as ACH transactions to prevent fraud or comply with regulatory requirements. However, you and the recipient should not expect the payment to be transferred to the Eligible Person's account any earlier than the next Business Day after you initiated the Payment Request. As part of the Other Payment Services, if you request a one-time Payment Request to be initiated on a specified date or a recurring series of Payment Requests

to be initiated on specified dates, then the processing of the Payment Request(s) will begin on the specified date(s) and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the recipient should not expect the funds to be transferred into the recipient's bank account any earlier than the next Business Day following the specified date. In addition, the deposit of the funds into the recipient's bank account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the recipient has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to a recipient's bank account.

- c. Overdraft Protection.** It is important to understand that your checking account has two kinds of balances: the Available Balance and the Current Balance.

The Available Balance indicates the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending transactions that have been authorized but may not yet have been processed (posted), such as *Zelle* transactions and debit card Point of Sale (POS) transactions, online transfers, automated teller machine (ATM) transactions, or pending deposits, but does not include items such as scheduled Bill Pay transactions, deposits with holds on them, and checks that you have written but that have not yet cleared your account.

The Current Balance is calculated after all transactions have posted to your account after the end of the Business Day (Eastern Time). We first process (post) all money coming in to your account (credits, deposits, etc.). See Funds Availability Policy (NFCU 668) and the Mobile Check Deposit User Agreement at navyfederal.org. After those are processed, we process (post) all money coming out of your account (debits, withdrawals, etc.) in a pre-determined order. The following frequently used debit transactions are processed in groups in this order: (1) Branch withdrawals; (2) ATM withdrawals; (3) Debit card, *Zelle* payments sent via debit card, or POS transactions that merchants have presented to us for payment; (4) Transfers from one Navy Federal account to another; (5) ACH or Other Payment Services sent via ACH; and (6) Checks. When more than one transaction from a group is processed on the same day, the items will be processed in the order of lowest to highest amount within that group of transactions.

When using the *Zelle* and Other Payment Services to initiate a Payment Request, the transaction is authorized based on the *Zelle* payment type requested (*Zelle* Payment Service or Other Payment Services) and your Available Balance plus any Checking Protection option (OOPS* or CLOC) you have enrolled in at the time of the transaction. Funds subject to a hold are not necessarily the same funds that are ultimately used to pay for a transaction. Ordinarily, we will not authorize *Zelle* transactions unless you have sufficient funds available in your checking account plus any Checking Protection option you may have. Please note you must choose the types of transactions that are covered when opting into OOPS. See [Optional Overdraft Protection Service Disclosures \(NFCU 657\)](#) and our [Checking Line of Credit Agreement \(NFCU 123\)](#) at navyfederal.org.

*If you want OOPS protection for Payment Requests, you must authorize OOPS to cover both ACH transactions as well as debit card transactions. You can enroll in OOPS by

signing in to our Site or by completing Form 657. To check on or modify your existing OOPS authorization, you can either sign in to our Site or call 1-888-842-6328.

Please note, however, that even though a transaction has been authorized, it still might result in an overdraft if you initiate other transactions that are processed before it. So, do not consider a transaction authorization as a guarantee there will be sufficient funds in your account to cover the transaction when it posts.

On the day a *Zelle* transaction is processed/posts (which may not be the day it was initiated), if the transaction exceeds your Current Balance after all items have posted, your account will be overdrawn, and you will be responsible for the negative balance. To avoid overdrafts, you should ensure that your Current Balance (which may differ from your Available Balance) has sufficient funds to cover transactions at the time those transactions post to your account. If you have enrolled in a Checking Protection option, you may be assessed fees or interest. If your checking account goes into an overdrawn status (including OOPS fees) and funds are available in the linked savings account, we will transfer all or some of the funds from the savings account to the overdrawn checking account to reduce or eliminate the overdrawn amount, as permitted by law. You agree that we have the right to collect funds owed to us from all your eligible accounts, as well as the available balance on your Checking Protection option (if any), including all accounts of joint owner(s).

7. Receiving Payments

You also authorize us to credit your Eligible Transaction Account for the receipt of payments, whether initiated by you or at the request of a User sending money to you, including, but not limited to, those payments returned to us from recipients to whom you attempted to send payment(s) when those payments are canceled or are returned to you because the processing of the Payment Request could not be completed, whether you accept the payment or not. Once another User initiates a transfer of money to your email address, mobile phone number, or *Zelle* tag enrolled with the *Zelle* Payment Service, you as the recipient have no ability to stop the transfer. Certain Other Payment Services payments may be canceled by the Sender as set forth in “Payment Cancellation, Stop Payment Requests, and Unaccepted Payments” below. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you or are otherwise not entitled to the payment.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Request and it is determined that such transfer was improper because it was not authorized by the sender, is a Prohibited Payment, or for any other reason, then you hereby authorize us to debit your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

For *Zelle* Payment Service, you will generally receive money sent to you within minutes. There may be other circumstances when the payment may take longer for the reasons outlined in “Sending Payments”, for example, if we have questions regarding possible fraud in connection with the payment.

For Other Payment Services, you will generally receive money sent to you in one (1) to three (3) Business Days from when the sending financial institution initiates payment. If the sender has an activated debit card but you do not, you will generally receive the funds one (1) Business Day after the Business Day the sending

financial institution initiates payment. If the sender does not have an activated debit card, you will not receive the funds until at least three (3) Business Days after the Business Day the sending financial institution initiates payment.

8. Requesting Payments

You may request money from another User through the *Zelle* Payment Service, and other Users can request money from you. You agree to receive requests for money from other Users. You understand and acknowledge that Users who receive requests for money may reject or ignore them or send a different amount than that requested. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a request for money through the *Zelle* Payment Service.

You agree that you will not use *Zelle* to: engage in the business of debt collection; to collect money on behalf of others by attempting to use the *Zelle* Payment 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 funds 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 *Zelle* requests for money from other Users and only send *Zelle* requests for money for legitimate and lawful purposes. *Zelle* requests for money are between the requestor 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 *Zelle* requests for money in general, or to specific recipients, if we deem such *Zelle* requests for money to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

9. Liability for Unauthorized Transfers

NOTIFY NAVY FEDERAL AT ONCE if you believe:

- **your account has been accessed without your authorization;**
- **your debit card, username, or password has been lost, stolen, compromised, or used or can be used without your authorization;**
- **someone has transferred or can transfer money from your account without your permission; or**
- **your statement shows transfers out of your account that you did not make or authorize.**

The best way to minimize your possible losses is to take steps to secure the compromise, for example, freeze your debit card and change your username and password, and contact Navy Federal as soon as possible using the contact information in Section 17.

If you do not notify us, you could lose all the money in your account (plus your maximum Checking Protection amount if you enrolled). If the unauthorized *Zelle* payment was made via ACH, see the [Important Disclosures booklet \(NFCU 606\)](#) for more information

on your potential liability. If the unauthorized *Zelle* payment was made via debit card, see the [Navy Federal Debit Card Disclosure \(NFCU 210AB\)](#), which includes Navy Federal's Zero Liability policy, for more information on your potential liability.

10. Error Resolution

If you think your account statement or transaction history has errors, or if you need more information about a transaction listed on your account statement or transaction history, contact Navy Federal as soon as possible using the contact information in Section 17. You **MUST** notify us of suspected errors no later than sixty (60) days after we **FIRST** make available your account statement on which the suspected error appeared. You will need to identify yourself and your account, describe the error or the transaction you are questioning, clearly explain why you believe an error exists or why you need more information, and tell us the dollar amount of the suspected error.

If the *Zelle* payment you are questioning was made via debit card, see the [Navy Federal Debit Card Disclosure \(NFCU 210AB\)](#) for more information on the error resolution process. If the *Zelle* payment you are questioning was made via ACH, see the [Important Disclosures booklet \(NFCU 606\)](#) for more information on the error resolution process. If you authorized the *Zelle* payment and it was made via ACH, but you believe the amount is incorrect, contact our Service Provider at 1-888-560-8031 (toll-free) or 1-614-564-3878 (direct dial).

11. Payment Cancellation, Stop Payment Requests, and Unaccepted Payments

Zelle Payment Service payments can only be canceled in the limited circumstances set forth in "Sending Payments" above. For Other Payment Services, you may request that we cancel your Payment Request or stop a payment at any time until the processing of the Payment Request into the Receiver's Eligible Transaction Account has begun, and:

- a. Our ability to cancel or stop a payment or recover funds associated with an unauthorized payment will depend on whether the payment to the Eligible Transaction Account has begun processing.
- b. Although we will make a reasonable effort to accommodate a stop payment request received fewer than three (3) Business Days prior to the scheduled payment date and to recover funds associated with such requests, we cannot guarantee the stoppage or recovery and will have no liability for failing to do so.
- c. We may require you to provide your stop payment request or request to recover funds in writing within fourteen (14) days after contacting us.
- d. Payments not claimed by a recipient who has not enrolled in *Zelle* will be automatically canceled within fourteen (14) days after the processing of the payment begins. We will make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

12. Service Termination, Cancellation, or Suspension

If you wish to cancel the *Zelle* and Other Payment Services, you may contact us as set forth in Section 17 below. Any payment(s) that have

started processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the *Zelle* and Other Payment Services at any time and for any reason. Neither termination, cancellation, or suspension shall affect your liability or obligations under this Agreement.

13. 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 *Zelle* tag you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, *Zelle* tag, and/or other alias to send or receive money as described in this Agreement. You consent to receiving emails and text messages from us, from *Zelle*, from other Users sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the *Zelle* and Other Payment Service. You agree that we, *Zelle*, 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 fees 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 promptly notify us if you change, lose, or surrender any email address or mobile number you have enrolled.
- c. In the case of any messages that you send through the Site or that we 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 messages to send emails or text messages to the recipient. You understand and agree that any emails or text messages that are sent through the Site or that we may send or *Zelle* may send 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 *Zelle* or that we or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, text STOP to 767666. For help or information regarding text messaging, text HELP to 767666 or contact our member service toll-free at 1-888-560-8031 or dial direct at 1-614-564-3878. You expressly consent to receipt of a text message to confirm your "STOP" request.

14. Service Fees and Additional Charges

Fees will not be charged for the use of the *Zelle* and Other Payment Services. However, financial fees associated with your Eligible Transaction Account will continue to apply, for example NSF or overdraft charges. See [Schedule of Fees and Charges](#).

15. Right to Refuse to Send Payments

We reserve the right to refuse to pay any recipient you attempt to send money to. We will attempt to notify you promptly if we decide to refuse to pay a recipient designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

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

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

- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For fraud and identity verification purposes;
- For our general business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of Navy Federal's Privacy Policy.

17. Notices to Us Regarding the *Zelle* and Other Payment Services

You may provide notices to Navy Federal about the *Zelle* and Other Payment Services by calling us at 1-888-842-6328 or through the eMessage system at **navyfederal.org**. You may also notify Navy Federal in person at any branch or at the following address: Navy Federal, P.O. Box 3000, Merrifield, VA 22119-3000. You may provide notices to our Service Provider by postal mail to: Navy Federal Credit Union, Attn: Account Servicing, P.O. Box 182477, Columbus, OH 43218-2477. Our Service Provider may also be reached toll-free at 1-888-560-8031 or dial direct at 1-614-564-3878.

18. Notices to You

You agree that we may provide notices to you by sending it to you through the Navy Federal Online® eMessage system on the Site, sending you a message within the portion of the Site through which the *Zelle* and Other Payment Services are offered, emailing a notice to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including, but not limited to, the mobile phone number that you have listed in your *Zelle* and Other Payment Services setup or member profile. For example, users of the *Zelle* and Other Payment Services may receive certain notices (such as notices of processed Payment Requests, alerts for validation, and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed.

19. Receipts and Transaction History

You may view your transaction history by logging into the *Zelle* and Other Payment Services. You agree you will not receive paper transaction receipts.

20. Your Privacy

Protecting your privacy is very important to us. Please review Navy Federal's Privacy Policy, available on **navyfederal.org**, in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

21. Eligibility

The *Zelle* and Other Payment Services are offered only to persons who can form legally binding contracts under applicable law. The *Zelle* and Other Payment Services are not offered to minors. By using the *Zelle* and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement.

22. Prohibited Payments

The following types of payments are prohibited through the *Zelle* and Other Payment Services. We have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments, and you agree that you will not use the *Zelle* Payment Service to request money from anyone for any such payments:

- a. Payments that violate any law, statute, ordinance, or regulation;
- b. Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated by law; (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or a crime; (10) goods or services that defame, abuse, harass, or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (12) goods or services that advertise, sell to, or solicit others; (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; or (14) financial or other elder abuse;
- c. Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes;
- d. Payments relating to transactions that: (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes, or multi-level marketing programs; (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by a credit card; (3) are for the sale of items before the seller has control or possession of the item; (4) constitute money-laundering or terrorist financing; (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing; or (6) provide credit repair or debt settlement services; and
- e. Tax payments, court-ordered payments (such as child support and alimony), and any other payments to government entities.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

23. Acceptable Use

In addition, you agree that you will only use the *Zelle* and Other Payment Services for lawful purposes. You agree that you are independently responsible for complying with all applicable laws in all your activities related to your use of the *Zelle* and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the *Zelle* and Other Payment Services. In addition, you are prohibited from using the *Zelle* and Other Payment Services for communications or activities that: (a) impose an unreasonable or disproportionately large load on our infrastructure; (b) facilitate any viruses, trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; (c) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the *Zelle* and Other Payment Services or the portion of the Site through which the *Zelle* and Other Payment Services are offered without our prior written permission; (d) constitute use of any device, software, or routine to bypass technology protecting the Site or *Zelle* and Other Payment Services, or interfere or attempt to interfere with the Site or *Zelle* and Other Payment Services; or (e) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

24. Payment Methods and Amounts

There may be different limits on the amount of money you can send or receive through our *Zelle* and Other Payment Services. Your limits may be adjusted from time to time at our sole discretion. You may log in to the *Zelle* portion of our Site and click on the "Limits" link to view your transaction limits. If your transaction will exceed your limit for funds sent via *Zelle* Payment Service, we will send your funds via Other Payment Services unless your transaction also exceeds that limit. We also reserve the right to select the method in which to remit funds on your behalf through the *Zelle* and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

25. Failed or Returned Payment Requests

In using the *Zelle* and Other Payment Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Request cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Request would exceed the overdraft protection limit, if any, of your Eligible Transaction Account, to cover the payment), the Payment Request may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Request. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the Payment Request if the payment has been delivered but there are insufficient funds in, or insufficient credit or overdraft protection associated with, your Eligible

Transaction Account to allow us or our Service Provider to complete the debit processing;

- b. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third-party collections contractor; and
- c. We are authorized to report the facts concerning uncollected amounts to any credit reporting agency.

26. Mobile Subscriber and Device Information

You authorize your wireless carrier to disclose information about your account, such as subscriber details, including name, address, email, customer and billing information, and network status, payment method, and device details, including mobile number, mobile device identifiers, if available, to support identity verification, fraud avoidance, and other uses in support of transactions with us for the duration of your enrollment in Digital Banking. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes. We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include, but are not limited to, identifying and blocking access to the *Zelle* and Other Payment Services or Site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or websites not provided by us.

27. Amendments

We may change this Agreement and the *Zelle* and Other Payment Services at any time by posting revisions on our website or, where required by law, by providing notice to you. The revisions will be effective when posted unless otherwise stated. Your use of the *Zelle* and Other Payment Services after changes will constitute your agreement to such changes.

28. Liability

Subject to our obligations under applicable laws and regulations, 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* are liable for any typos or keystroke errors that you may make when using the *Zelle* Payment Service. THE *Zelle* PAYMENT 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. YOU AGREE THAT YOU, NOT *Zelle*, ARE PRIMARILY RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER ELIGIBLE PERSON TO WHOM YOU SEND MONEY, OR RECEIVE OR REQUEST MONEY FROM, USING THE *Zelle* PAYMENT SERVICE. NEITHER WE NOR *Zelle* GUARANTEES PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES FOR WHICH YOU PAID, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

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 *Zelle* PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE *Zelle* PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE *Zelle* PAYMENT SERVICE DESCRIBED OR PROVIDED, EVEN IF WE OR *Zelle* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE *Zelle* PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE *Zelle* PAYMENT SERVICE.

29. 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 *Zelle* PAYMENT 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 *Zelle* PAYMENT SERVICE. *Zelle* DOES NOT WARRANT THAT THE *Zelle* PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE *Zelle* PAYMENT SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE PROHIBITED, ANY LIABILITY OF *Zelle*, ITS OWNERS, DIRECTORS, OFFICERS, AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW UNLESS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, *Zelle*'S LIABILITY WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

30. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the *Zelle* Payment 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 *Zelle* Payment Service, or any violation by you or use inconsistent with the terms of this Agreement.

31. Wireless Operator Data

You acknowledge that 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 *Zelle* Payment Service. By using the *Zelle* Payment 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 us or our Service Providers which they may use for the duration of our business relationship, solely to verify your identity and help prevent fraud. See *Zelle*'s Privacy Policy at <https://www.Zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

32. Content Standards; *Zelle* Tags

a. Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the *Zelle* Payment 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 *Zelle* Payment Service, or which may expose us, *Zelle*, or our respective affiliates or customers to harm or liability of any nature.

b. 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 *Zelle* Payment 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 *Zelle* Payment Service.

c. The *Zelle* Payment 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 *Zelle* Payment 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 *Zelle* Payment 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 *Zelle* Payment Service. We respect the intellectual property of others and require that users of the *Zelle* Payment 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 *Zelle* Payment Service that is subject to intellectual

