

# Online Access Agreement and Disclosure Statement

*Last Revised 8-1-2025*

This agreement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

## **Explanation of Certain Terms**

"We," "us" and "our" means Simplicity Credit Union

"You" and "your" mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.

"Company representative" means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.

"Internet-enable" your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"Online banking" means the services provided under this agreement which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

"Online" means through the Internet by use of a personal computer or other screen-based electronic device.

"Account" means a deposit, loan, or other account for which transactions may be performed using our Online Banking service.

"Consumer account" means an account established primarily for personal, family, or household use.

"Business account" means an account that is not a consumer account.

"Access codes" include the member identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.

## **Access Codes**

To use our Online Banking service, you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person.

None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately

at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

### **Protecting Your Personal Information**

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored on any personal computer or other equipment you use to access our Online Banking service.

### **Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only member under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

### **Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds would have withdrawal restrictions online. You may still view and deposit into these accounts. You agree to provide us with any authority we require before we permit access to any qualifying account.

### **How to Use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this agreement.

### **Types of Online Banking Services**

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions: Transfer funds between qualifying accounts; Obtain information that we make available about qualifying accounts; and Obtain other services or perform other transactions that we allow.

### **Preauthorized Recurring Fund Transfers**

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

### **Communications Link and Your Equipment**

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining, and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

## **Limits on Online Funds Transfers**

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

## **When Online Funds Transfers Are Made**

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

## **Our Liability for Failure to Complete Transfers from Consumer Accounts**

If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy with which you are aware.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

## **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

## **Stopping or Changing Transfers**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate

function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call, email, or write to us at:

**Member Services Mailing Address:**

1.844.769.2667  
info@simplicity.coop

Simplicity Credit Union  
222 E. Upham Street  
Marshfield, WI 54449

or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

**Statements**

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

**Online Banking Fees**

There is no fee for our Online Banking service. If you choose to add any additional services offered through online banking, fees may apply. Please contact us via phone 1.844.769.2667, email at [info@simplicity.coop](mailto:info@simplicity.coop), or write us at Simplicity Credit Union 222 E Upham St., Marshfield, WI 54449 for questions relating to fees.

**Disclosure of Information to Others**

See our separate "Privacy Notice" for more information about how we use member information and your choices. For a complete copy of our Privacy Notice, visit our website at [www.simplicity.coop/privacy-policy](http://www.simplicity.coop/privacy-policy), stop in our office, or request one be sent to you.

**Your Liability for Authorized Transactions**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

**Notify us IMMEDIATELY for Unauthorized Transactions**

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses.

You could lose all the money in your account (plus your maximum overdraft line of credit). Our contact information is on the last page of this disclosure.

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

### **Your Liability for Unauthorized Transactions From Consumer Accounts**

This section applies only to transactions from consumer accounts.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

### **Transfers Involving Insufficient Funds**

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize, and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

### **In Case of Errors or Questions About Transactions Involving Consumer Accounts**

This section applies only to transactions covered by this agreement that involve consumer accounts. Our contact information is on the last page of this disclosure.

Contact us as soon as you can if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

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

- Tell us your name and account number (if any).

- Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error and 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 so that we receive it within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you about the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Changing Terms and Terminating This Agreement**

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including, but not limited to, any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for members that have not used the service within the first 30 days after activation or if the service has been inactive for 6 Months.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

### **Waivers**

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

## Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

## Recording

You agree that we may record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

## Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

## Law That Applies

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of Wisconsin. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

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THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

## Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, you may add an authorized user to be a company representative. You represent to us that each company representative has general authority from your company to give us instructions to perform transactions using our Online Banking service. Each authorized user you add will need to be verified by us in order to be eligible for access. By verify, we mean you will need the following information in order to be added as an authorized user: Government issued ID, Driver's License, State ID, or Passport with current address, Your complete physical and mailing address, Social Security Number, and Date of Birth. To help the government fight the funds of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens or transacts on behalf of an account. What this means for you, when you are added as an authorized signer on behalf of a business, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license, or other identifying documentation. When setting up an authorized user, you can limit the account and account permissions. You are responsible for maintaining authorized user access.

Each authorized user you add MAY have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.

- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

### **Your Liability for Transactions From Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation. Our contact information is on the last page of this disclosure.

Contact us as soon as you can if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

### **Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems with your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online



Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Other Services**

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions. Security Procedures By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

### **Indemnification**

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

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### **Signatures**

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.

- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling, emailing, or writing:

**Member Service Center Mailing Address:**

1.844.769.2667

[info@simplicity.coop](mailto:info@simplicity.coop)

Simplicity Credit Union  
222 E. Upham Street  
Marshfield, WI 54449

# Zelle® Network® Standard Terms

*Last Updated 06/15/2025*

This document describes the terms and conditions of the use of Simplicity Credit Union's offering of the Zelle® Payment Service. This is a contract between you and Simplicity Credit Union in connection with the Zelle® Payment Service offered through our online and mobile banking platforms. Your use of the Zelle® Payment Service is subject to the terms of your Account Agreement, the Online Access Agreement and Disclosure and Simplicity Credit Union's Privacy Policy,

As used herein, "Simplicity", "us" or "we" refers to Simplicity Credit Union. "Agreement" means these Zelle® Payment Service Terms and Conditions.

We suggest you read this document carefully and print a copy for your reference.

## **Description of Services**

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

## **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. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service

with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose

### **Content Standards:**

You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle® or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle® tag. Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

**We may determine other eligible criteria for use of the Service at our sole and exclusive discretion.**

### **Consent to Use and Disclose Personal Information (Including Account Information)**

By accepting these terms, you are agreeing and consenting to the disclosure of your personal information to Zelle®, Network Banks and other third parties in accordance with our Privacy Policy, which can be

found in your Account Agreement. You understand and acknowledge that this information will be used by us, Zelle®, Network Banks, or other third parties for the purpose of processing transactions and investigating transactions or alleged or suspected fraud in regard to payment transactions.

### **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.simplicity.coop/privacy-policy>, which is incorporated into and made a part of this Agreement by this reference. See Zelle®'s Privacy Policy <https://www.Zellepay.com/privacy-policy> for how it treats your data.

### **Wireless Operator Data**

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

### **Enrolling for the Service**

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
  - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled “Requesting Money”.
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle®.
- e. If you enroll for the Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as the Contact Method for communication related to the Service and must meet the requirements described herein.

## Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on

behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a Contact Method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- d. You understand and agree that these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use the Mobile Services. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Simplicity online services and Site(s) without the use of a mobile device. Information available directly through the Simplicity online services and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or

not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging, data, or other message services imposed by your communications service provider, including, without limitation, for short message service. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app.

- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text

messaging, send HELP to 767666 or contact our contact center at 1-844-769-2667. You expressly consent to receipt of a text message to confirm your "STOP" request.

- f. 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.

### **Receiving Money; Money Transfers by Network Financial Institutions**

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

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

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

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

### **Sending Money; Debits by Network Financial Institutions**

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

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, we may

need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

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

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

### **Liability**

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

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

### **Send Limits**

The following limits apply to outgoing Zelle® transfers: For new Zelle® users, \$500 per transaction and \$1000

per day. These limits may increase in the sole discretion of Simplicity, but under no circumstances will transactions in excess of \$1,000 per transaction every 24 hours and \$2,000 per day be permitted. Note that the amount of money you can send to a new recipient may initially be subject to lower limits; however, we may adjust the transfer limit when you send subsequent payments to the same recipient. There are no receiving limits for Zelle® transfers.

### **Requesting Money**

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners,



directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

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

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

### **Transaction Errors**

It is your responsibility to review all details of the transaction prior to initiating the transfer and to ensure such details are accurate. If you believe an unauthorized transaction was made in any activated account in connection with the Service, call us immediately at (844) 769-2667, or write to: Simplicity Credit Union at 222 E. Upham Street Marshfield WI 54449. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

In your written notice: Tell us your name and account number. Describe the transfer, including the dollar amount, you are unsure about, and explain as clearly as you can the reason(s) you believe it is an error or why you need more information.

If you tell us verbally, we may require that you send us your complaint or question in writing to Simplicity Credit Union, 222 E. Upham Street Marshfield WI 54449 within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will promptly correct any error. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

### **Your Liability for Unauthorized Transfers**

We shall have no liability for any transfers which were not successfully completed. Our sole responsibility for an error in a transfer will be to correct the error; however, if the error was not solely made by us, we shall have no liability. You understand and agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, us, or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, user or maintenance of the equipment, software, online access services, or Internet browser or access software.

In states that do not allow the exclusion of limitation of such damages, our liability is limited to the extent permitted by applicable law.

Notwithstanding anything herein to the contrary, we will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction.
- If you have not properly followed any applicable computer, Internet or our instructions for making Zelle® transfers.
- If your mobile device fails or malfunctions or if our Online Banking system was not properly working and such a problem should have been apparent when you attempted such as transaction. Circumstances beyond our reasonable control (such as fire, hurricane, flood, telecommunication outages, equipment, or power failure prevent the transaction).
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our reasonable control, such as your Internet service provider.

YOU ARE SOLELY RESPONSIBLE FOR ALL TRANSFERS YOU AUTHORIZE USING ZELLE® AS SET FORTH IN THIS AGREEMENT. Neither Simplicity nor Zelle® are responsible for resolving any payment or other disputes you may have with any other User with whom you send money to, or receive or request money from, using the Service.

IF YOU WILLINGLY SHARE YOUR CREDENTIALS AND PERMIT OTHER PERSONS TO TRANSACT ON YOUR ACCOUNT USING ZELLE®, YOU ARE SOLELY RESPONSIBLE FOR ANY TRANSACTION THEY AUTHORIZE FROM YOUR ACCOUNT.

If you believe your account has been compromised, and that someone has transferred or may transfer money from your account without your permission, notify us immediately, by telephoning us at (844) 769-2667 or by writing to us at Simplicity Credit Union, 222 E. Upham Street Marshfield WI 54449. Contacting us by telephone is the best way to minimize losses. If you tell us within (2) business days, you can lose no more than \$50 if someone accessed the account with us without your permission. If you do not tell us within (2) business days after you learn of the unauthorized use of Zelle®, and we can prove that we could have stopped someone from accessing Zelle® without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Zelle® transfers that you did not make, it is your responsibility to notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed or accessible to you, you may not get back any money lost after the sixty (60) days if we can demonstrate that we could have stopped someone from making the transfers if you had told us in time.

We may establish other exceptions in addition to those listed above.

### **Liability for Failure to Complete Transfers**

We shall have no liability for any transfers which were not successfully completed. Our sole responsibility for an error in a transfer will be to correct the error; however, if the error was not solely made by us, we shall have no liability. You understand and agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, us, or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, user or maintenance of the equipment, software, online access services, or Internet browser or access software.

In states that do not allow the exclusion of limitation of such damages, our liability is limited to the extent permitted by applicable law.

Notwithstanding anything herein to the contrary, we will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction.
- If you have not properly followed any applicable computer, Internet or our instructions for making Zelle® transfers.
- If your mobile device fails or malfunctions or if our First Service Digital Banking system was not properly working and such a problem should have been apparent when you attempted such as transaction. Circumstances beyond our reasonable control (such as fire, hurricane, flood, telecommunication outages, equipment, or power failure prevent the transaction).
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our reasonable control, such as your Internet service provider.

We may establish other exceptions in addition to those listed above.

### **Fees**

There are currently no services fees from Simplicity Credit Union to use the Service. We will not be liable for the failure to pay any transfer request unless it is drawn against available funds credited to your designated Pay From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service. Fees are subject to change from time to time upon notice to you as may be required by law.

### **No Purchase Protection**

Neither we nor Zelle® offer purchase protection for the purchase of goods and/or services (e.g., coverage for non-receipt, damage, or "not as described" claims related to the purchase of such goods and/or services). The Service is not intended for the purchase of goods from retailers, merchants, or the like.

### **Use of Our Online Banking Website and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our Online Access Agreement, which are available at <https://www.simplicity.coop/disclosures> and incorporated into and made part of this Agreement by this reference.

### **Computer Equipment; Browsers Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks

associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement or warranty of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

## **Passwords**

We may at our option change the parameters for the password used to access and use the Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Service, you agree to protect and keep confidential your card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Service. The loss, theft, or unauthorized use of your card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the Service or to access or use your card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-844-769-2667.

## **Cancellation of the Service**

We reserve the right to cancel the Service at any time in our sole discretion. If reasonably possible, we will provide notice of the cancellation of the Service at least thirty (30) days prior to such cancellation.

## **Right to Terminate Access**

In addition to the any and all suspension or termination rights set forth in this Agreement, we reserve the right to suspend or terminate this Agreement and your use of the Service if, in our sole discretion, (i) you violate the terms of this Agreement, (ii) you fail to meet any requirement that either we or Zelle® impose with regard to either your enrollment information or any required update of your enrollment information, or (iii) you are suspected of conducting, or have conducted, unauthorized or fraudulent transactions using the Service or have conducted Zelle® transactions that otherwise violate applicable law.

## **New Features**

We may, from time to time, introduce new features to the Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

### **Disclaimer of Warranties**

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

### **Limitation of Liability**

Neither we nor ZELLE® shall be liable for any typos or keystroke errors that you may make when using the Service.

YOU AGREE THAT YOU, NOT WE OR ZELLE®, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING

TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH THE TERMS OF THIS [AGREEMENT], YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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 FINANCIAL INSTITUTIONS 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).

**Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this [Agreement], you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

**Governing Law; Choice of Law; Severability**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. Any lawsuit arising under or relating to the terms of this Agreement shall be venued in a state or federal court located in Marshfield, Wisconsin.

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, invalid or illegal, such unenforceability, invalidity or illegality shall not render the entire Agreement invalid and shall be construed as if the particular unenforceable, illegal or invalid provision(s) were never a part of this Agreement and the rights and obligations of the parties shall be construed and enforced accordingly.

**Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

**Miscellaneous**

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

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

# Online Bill Payment Services Agreement

By accessing the Online Bill Payment service provided by us, you are agreeing to the following terms and conditions. You may also be required to sign a contract provided by a third-party vendor providing the Bill Payment service, and/or to consent to terms and conditions provided electronically.

**Access; Software.** To use the Bill Pay service, you must be able to access our Online Banking services, must designate a valid e-mail address in order to receive notices regarding the status of your payments, and you must enter a member number or user ID and password. The service may not be able to be accessed if you are located outside the United States. You are responsible for the correct set-up and installation of software that we provide (if any). We will be responsible for any malfunction of that software.

**Payments and Processing.** In order to make payments through Bill Pay, you must designate a checking account(s) from which the payments will be made and must keep that account(s) in good standing. You may not make payments from a savings account. You may schedule automatic, recurring payments or periodic one-time payments as you may request by following the User Guide provided to you or the on-line instructions. You must provide us the correct names of your payees, together with the proper address, account number, payment amount and any other information required to process the payment. All designated payees must be located in the United States.

We will process payments within one (1) business day from the date of your online session, if the session is before the end of the business day. If the session is after the end of our business day or not on a business day, the time for processing the payment begins on the next business day. In order to ensure that your payments arrive on time at your creditor(s), you must schedule the payment to be processed at least one (1) business days before your creditor's payment due date. You may generally expect that the payment will be received by your creditor, processed, and reflected on your account in this amount of time; however, we do not guarantee that your payment will be reflected by that date. We are not responsible if the payment is received or processed by your creditor after your due date.

**Missed Payments; Notice.** If you are notified by one of your payees that payment was not received or remains unpaid, you must notify us within one (1) business day so that we may investigate and correct any error that we may have caused.

**Restrictions on Payees and Types of Payments.** The following payments are prohibited through this service: payments to payees outside the United States; other types of payments or payees as we may designate. If a payee designated by you does not participate in the service, we will notify you that the payment or future payments will not be processed. If we know of a payee who cannot process payments in a timely or responsible manner, we may refuse to make future payments to that payee and will notify you accordingly.

**Insufficient Funds and Overdrafts.** You agree that sufficient funds to cover your scheduled payments will be kept in your designated accounts. If there are insufficient funds, we may refuse to make the transfer or we may overdraw your account. If you have signed up for Overdraft Protection on your designated accounts, the terms of your Overdraft Protection will govern overdrafts caused by Bill Pay. You are responsible for any non-sufficient funds (NSF) fees and overdraft fees that may be charged. We reserve the right to suspend your Bill Pay access in the event of overdrafts until such time that you have sufficient funds in your accounts to process your payments. Reactivation of the service may result in delays of your processing, and we are not responsible for any missed payments because of suspension due to overdrafts.

**Canceling Scheduled Payments.** You may cancel any pending or scheduled payment. In order to do so, however, we must receive your cancellation at least one (1) business days prior to the date the transaction is scheduled to be processed by us. If we do not receive your instructions in time, the payment may be processed, and we will not be liable for making that payment in any way.

**Sharing of Information.** By using Bill Pay and scheduling payments, you are authorizing us to disclose any and all information, including non-public personal information and your financial information, that we deem necessary or appropriate in order to process your scheduled transactions. We use a third-party vendor to provide the Bill Pay service to you. This authorization to share and disclose information extends to that third party-vendor as well.

**Fees.** There may be fees that apply to Online Banking and/or Bill Pay services. Please see your Rates & Fees Schedule for more information.

**Termination.** You may terminate your Online Banking and/or Bill Pay service with zero (0) days notice to us. Termination of your Online Banking services will automatically terminate your Bill Pay service. You must cancel all future payments prior to canceling the service. If you do not, we may continue making payments and will not be liable in any manner for doing so. We may terminate your Online Banking and/or Bill Pay service if you do not comply with the terms of this agreement, the user instructions, or any other agreements governing your accounts. We will automatically cancel your service after 6 months of inactivity. If we do so, you will have to contact us to reactive your service. 8003 LASER FPDF FI1003938 Rev 7-2025 COPYRIGHT 2006 Securian Financial Group, Inc. All rights reserved.

**Liability; Warranty.** If we do not complete a properly scheduled transfer for which you provided us all necessary and correct payment information, we will be liable to you for the actual damage or loss that you suffer. If we make an error in a transfer that we complete, our only responsibility is to correct that error; we will not be liable for any indirect, consequential, or other damages. We will also not be liable for any transfer that cannot be processed or completed because of legal restrictions on your account, or for any transfer that we are not bound to complete under the terms of this agreement. We also provide no Warranty of Merchantability, Warranty of Fitness for Particular Purpose, or warranty against non-infringement of third-party rights regarding any software, browser, equipment, or other services. We provide no warranty that the Online Banking and Bill Pay services are free from defects, computer viruses or worms, or other computer-related problems.

**Account Updating Service.** The card payment processing network (e.g., Visa) in which we participate has an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update your card data such as card numbers and expiration dates to the processing network's database. Participating merchants to whom you have authorized recurring payments may access this database in an attempt to facilitate uninterrupted processing of your recurring charges. Updates are not guaranteed to be made before your next payment is due and not all merchants participate in the service; it is your responsibility to make your payments until recurring payments can be resumed. This service is provided as a free benefit to you. The Credit Union has no responsibility for the accuracy or timeliness of the account updating service or its database. If at any time you wish to opt out of the account updating service or if you have any questions, please call 1-844-769-2667 to do so.