

Zelle® Network® Standard Terms

Last Updated 04/16/2026

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

Zelle® is available only to eligible account holders who are 18 years of age or older and meet all applicable enrollment requirements.

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.