

# ZELLE NETWORK<sup>®</sup> TERMS & CONDITIONS



## Zelle Network<sup>®</sup> Standard Terms

### 1. Description of Services

a. You understand that the use of this service defined below is optional and is offered as a benefit of membership with us. You understand that your use of the Service is subject to the terms and conditions outlined in this Agreement. By using this Service, you agree to and accept the terms and conditions contained herein. We reserve the right to amend these terms and conditions at any time, and your continued use of *Zelle* shall be deemed your acceptance of the amended terms and conditions.

b. We have partnered with the *Zelle Network* (“*Zelle*”) to enable a convenient way to transfer money between you and others who are enrolled directly with *Zelle*<sup>®</sup> or enrolled with another financial institution that partners with *Zelle* (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions partnered with *Zelle* as “Network Institutions.”

c. *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. A Network Institution will transmit all money.

d. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD **NEVER** USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### 2. Eligibility and User Profile

When you enroll to use the Service or permit others you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this document. You represent that you have the authority to authorize debits and credits to the enrolled bank account. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. The Service is intended for personal, not business, or commercial use.

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

Content Standards: You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that:

- a. Is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory;
- b. Encourages conduct that would be considered a criminal offense or gives rise to civil liability;
- c. Breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property;
- d. Contains corrupted data or any other harmful, disruptive, or destructive files;
- e. Advertises products or services competitive with *Zelle*, as determined by *Zelle* in its sole discretion;

- f. In *Zelle's* or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, *Zelle* or our respective affiliates or customers to harm or liability of any nature.

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

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

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

You agree that you are the legal owner of the Accounts and other financial information which may be accessed via Online Banking. You agree not to misrepresent your identity or your account information and you understand that you are required to keep your personal contact information current and up to date for this purpose. You agree to keep Central Coast Federal Credit Union informed of changes to your email address and other personal contact information on file. You also agree that you are an authorized user of the Device on which the Service is running. If enrolling into the system using a debit card, the card must be issued from a financial institution located within the continental United States, not from a US Territory.

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

By accepting this Agreement, you consent to our disclosure of your personal information to *Zelle*, Network Institutions, and other third parties in accordance with our Privacy Policy, which can be found in our Privacy Statement & Disclosure at <https://www.centcoastfcu.com/disclosures>. You understand and acknowledge that we will use this information, *Zelle*, Network Banks, or other third parties for the purposes of processing transactions, as well as investigations related to transactions or alleged or suspected fraud with regard to payment transactions.

#### **4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Statement & Disclosure at <https://www.centcoastfcu.com/disclosures>, which is incorporated into and made a part of this Agreement by this reference.

#### **5. Wireless Operator Data**

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. You may access our Privacy Statement & Disclosure at <https://www.centcoastfcu.com/disclosures>.

#### **6. Enrolling for the Service**

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

#### **7. Consent to Emails and Automated Text Messages**

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

- b. You will immediately notify us if any email address or mobile phone number you have enrolled is
  - i. Surrendered by you, or
  - ii. Changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Neither we nor 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.

## **8. Receiving Money; Money Transfers by Network Banks**

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

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

We are not liable for any damages resulting from the additional time needed to verify identities or for any time required to meet regulatory obligations. There is no warranty or guarantee that the transfer will occur within a certain period of time.

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

## **9. Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to:

- a. This *[Agreement]*, and
- b. 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 yet to enroll in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you send money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements.

If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## 10. Liability

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation,

- a. Any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or
- b. 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. NEITHER WE NOR *ZELLE* OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

## 11. Send Limits

The per transaction limit is \$500.00 with an aggregate daily limit of \$1,000.00 and an aggregate monthly limit of \$5,000.00. At our sole discretion, we may refuse to process any transaction that exceeds any of the above limits. All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.

## 12. Requesting Money

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

By accepting this *[Agreement]*, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages) and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

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

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

## 13. 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 any Service, call us immediately at (831)393-3480, or write to: Central Coast Federal Credit Union at

4242 Gigling Rd Seaside CA 93955. In the case of errors or questions about *Zelle* transfers, contact us at (831)393-3480 and send us written notice to Central Coast Federal Credit Union at 4242 Gigling Rd Seaside CA 93955. 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:

- a. Tell us your name and account number.
- b. Describe the transfer 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.
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing to Central Coast Federal Credit Union at 4242 Gigling Rd Seaside CA 93955 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 provisionally credit the 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 provisionally credit the 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.

#### **14. Your Liability for Unauthorized Transfers**

You are responsible for all transfers you authorize using the electronic services described in this Agreement.

If you disclose your password to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using *Zelle*, as well as transactions authorized by any party to whom you have disclosed your password. You must tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an Electronic Funds Transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit, if you have one).

Except for EFTs to or from brokerage accounts, your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- a. If you tell us within two Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.
- b. If you do NOT tell us within two Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.
- c. Also, if your periodic statement shows transfers that you did not make, including those made by using your password, you must tell us at once. If you do not tell us within 60 days after the statement was made available or transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking your money if you had told us in time.
- d. If you can document a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

You may notify us by telephone, in writing, or in person at:

- a. (831) 393-3480
- b. Central Coast Federal Credit Union; 4242 Gigling Rd Seaside CA 93955
- c. Any of our branch locations listed on our website at:

**ATM & BRANCH LOCATIONS - Central Coast Federal Credit ([centcoastfcu.com](http://centcoastfcu.com)).**

You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

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

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:

- a. If, through no fault of ours, you do not have adequate funds in an account to complete a transaction.
- b. If you have not properly followed any applicable computer, Internet or our instructions for making *Zelle* transfers.
- c. 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.
- d. Circumstances beyond our reasonable control (such as fire, hurricane, flood, telecommunication outages, equipment, or power failure prevent the transaction).
- e. If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- f. 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.

### **16. Fees**

We do not charge a fee for using *Zelle*. However, fees associated with text messaging may be assessed by your mobile carrier and data rates may apply. In addition, fees may apply if you use *Zelle* through another institution or through *Zelle's* separate Transfer Service website or mobile app. We reserve the right to assess fees in connection with the *Zelle* in the future. If we do assess fees, we will give you reasonable notice as required by law and we may deduct any applicable fees from the funding account used for the transfer transaction.

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

You agree to access this website and/or mobile app in compliance with our Online and Mobile Banking Application Disclosure and Agreement, which are available at **DISCLOSURES - Central Coast Federal Credit ([centcoastfcu.com](http://centcoastfcu.com))** and incorporated into and made part of this Agreement by this reference.

### **18. Cancellation of the Service**

If you wish to cancel the Service, please contact us at (831) 393-3480 or visit any Central Coast Federal Credit Union branch and speak with a Member Services Representative. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason. Neither termination, cancellation, nor suspension shall affect your liability or

obligations under this Agreement. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

### **19. Right to Terminate Access**

In the event you violate any terms of the Agreement, there are unauthorized fraudulent transactions related to your funding account, deposit account or use of the Transfer Service, or we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

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

- a. The Transfer Service,
- b. Your ability to send or receive funds through a Transfer Transaction,
- c. Your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- d. Your ability to request funds from another Member, or
- e. Your ability to receive requests for funds from another Member.

### **20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### **21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF:

- a. ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE;
- b. ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED;
- c. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR
- d. ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS [AGREEMENT], YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

### **22. Indemnification**

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



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

### **23. Credit Union Binding Arbitration Agreement**

This Service is subject to the terms of Central Coast Federal Credit Union's Binding Arbitration Consent and Agreement, as stated in the Membership Agreement & Disclosure, which can be found at [www.centcoastfcu.com/disclosures](http://www.centcoastfcu.com/disclosures), and is hereby incorporated into and made part of this Agreement by this reference.

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

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

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

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

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

### **25. Miscellaneous**

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

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

*Updated as of March 13th, 2023*