
Zelle Network® Standard Terms

Updated December 14, 2022

1. Description of Services

- a. Premier America Credit Union (“Credit Union”) (“We”) (“Us”) have partnered with the *Zelle Network* (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks or Credit Unions.”
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank or Credit Union.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access 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 or credit union account. The following types of accounts are not eligible for enrollment in the Service:

401k, IRA, etc., trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

This service is not available for business accounts, international transactions or transactions in Puerto Rico.

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.

We reserve the right to amend these terms and conditions at any time. You will be provided with the amended terms upon signing into Zelle, and should you continue to use Zelle, shall be deemed to have accepted them.

All transactions conducted through the Service will be reflected on your periodic statement, which will be provided to you monthly unless there are no electronic fund transfers of any kind in a given month.

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

By enrolling in and using the *Zelle* Network, you agree that some personal information, including your account number, shall be shared with *Zelle* and the participating financial institutions. These institutions will keep your information confidential and obey all applicable laws regarding such information.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You may click the following link to access [Premier America Credit Union's Privacy Policy](#), in which the Premier America Credit Union Privacy Policy 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.

We regard your privacy with the utmost importance, and We are absolutely committed to safeguarding any information that you share with Us. In order to provide this Service, We must obtain from you certain personal information about you, your Accounts, and your transactions. You represent that you have the right to provide such user information and that you give Us the right to use the user information in accordance with our [Privacy Policy](#) referenced in section 4 of this agreement.

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.

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, 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 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 Credit Unions or their agents regarding the Services or related transfers between Network Banks or Credit Unions 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 for non-marketing purposes. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify Us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either Us or *Zelle* or that We may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that We send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from Us or *Zelle*, including messages that you may send through Us or through *Zelle* or that We may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from Us, send STOP to 844-685-1043. For help or information regarding text messaging, send HELP to 844-685-1043 or contact a Member Service Representative at 800-772-4000 or send a Secure Message through Online Banking. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: Most major carriers are supported. Limitations may apply.

8. Receiving Money; Money Transfers by Network Banks or Credit Unions

Once a User initiates a transfer of money to your email address or mobile phone number 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 or credit union 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 or Credit Unions, We may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If We delay or block a payment that you have initiated through a request for money, We will notify you in accordance with your User preferences (i.e., email, push notification).

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

9. Sending Money; Debits by Network Banks or Credit Unions

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 or credit union account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank or Credit Union, the money is sent directly to their bank or credit union account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, We, *Zelle* and the other Network Banks or Credit Unions, 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 or Credit Unions, 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 Credit Unions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

a. Your Liability

You are required to notify Us IMMEDIATELY if you believe your Password allowing access to the Service has been lost or stolen, or if you believe that a transfer has been made through the Service without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you notify Us within 2 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.

If you do NOT notify Us within 2 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.

Also, if your periodic statement shows transfers that you did not make, notify Us at once. If you do not notify Us within 60 days after the respective monthly statement was mailed 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 the money if you had notified Us in time. If extenuating and reasonable circumstances such as a long trip or a hospital stay kept you from notifying Us, We will extend the time periods of acceptable notification.

b. Contact in the Event of an Unauthorized Transfer

If you believe your Password has been lost or stolen, please notify us by phone at: 800-772-4000, Option 8; online via Secure Message at Online Banking at www.premieramerica.com; or in writing submitted to Premier America Credit Union, P.O. Box 2178, Chatsworth, CA 91313-2178.

c. Our Liability

If We do not properly complete a transfer under the Service to or from your account on time,

for the correct amount, and/or to or from the account specified according to your transfer instructions and our Agreement with you, We will be responsible for your losses, as further described below, but in no event will We be liable for any special or consequential damages, unless required by applicable law. The following exceptions apply where We will not be liable under the following circumstances:

- If, through no fault of ours, you do not have enough available funds in your account to make a transfer.
- If you provide an incomplete or incorrect Password, or you answer security questions incorrectly, or you do not enter correct login information supplied by Us to authenticate your identity, or because your Password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers or using the Service.
- If the funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment.
- If a legal order directs Us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If We received incorrect or incomplete information from you or from third parties.
- If you, or anyone you allow to access the Service, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- If any part of the Service was not working properly and you knew about the breakdown when you initiated the payment or transfer.
- If you have not provided Us with complete and correct payment information, including without limitation, the name, email address, or mobile phone number for the payee.
- If our failure to complete the transaction is done to protect the security of your account and/or the Service.
- If the payee mishandles or delays a payment sent through the Service.
- If delays in processing and/or payment are caused by third-party software and/or services.
- If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by Us.

There may be other exceptions and We may establish other exceptions in addition to those not specifically mentioned above.

Provided that no exceptions are applicable, if We cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, We will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

Neither We nor *Zelle* shall have any further liability to you, except as otherwise stated herein, 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 FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, MOBILE PHONE, COMPUTER, SOFTWARE, SERVICES, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, MOBILE PHONE, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE**

GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN, DAMAGE TO, OR DISCONNECTION OF YOUR ELECTRICAL POWER OR TELEPHONE OR INTERTENT SERVICE.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account or the account of your Recipient. Although We will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

11. Send Limits

You may not make funds transfers in excess of limits described on the Service. We reserve the right to change at any time the dollar amount of funds transfers you are permitted to make using our Service. Limits will be disclosed when using the Service to make funds transfers.

Transfer limits applicable to Users who use the separate *Zelle* service website or mobile app are governed by *Zelle's* separate service agreements. You understand that if you use the separate *Zelle* transfer service website or mobile app, you may be subject to lower limits than those applicable to you using the Service hosted directly by Us.

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 or Credit Unions 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

You understand that We must rely on the information provided by you and you authorize Us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide Us with incorrect information or if there is any error in your instruction We will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Premier America Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

14.Your Liability for Unauthorized Transfers

You agree that you, and not We, shall be liable for any transfers authorized by you, or which were able to be authorized due to you sharing your password, account number or any other private data in violation of our [Membership Agreement](#). You agree that you shall be liable for any errors committed by any party with whom you have shared this data. You agree that We shall not be liable for any such activities. Your liability for unauthorized transfers is governed by Section 10.

15.Error Reporting or Claims

In Case of Errors or Questions About Your Electronic Transfers, please notify us by phone at: 800-772-4000, Option 8; via Secure Message by logging into Online Banking at www.premieramerica.com; or in writing submitted to Premier America Credit Union, P.O. Box 2178, Chatsworth, CA 91313-2178, as soon as possible if you think your monthly statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must be notified by you no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

Your report/claim must include:

- (1) Your full name and account number.
- (2) A description of the error or the transfer you are unsure about and a clear explanation of why you believe it is an error or why you are requesting more information.
- (3) The dollar amount of the suspected error.

If you notify Us orally, We may require that you send Us your complaint or question in writing within 10 business days from the initiation of your report/claim.

We will determine whether an error occurred within 10 business days after receipt of your

report/claim and will correct any valid error promptly. If We need more time, however, We may take up to 45 days to investigate your complaint or question. If We decide to do this, We will credit your account within 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 may not 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 report/claim or question. For new accounts, We may take up to 20 business days to credit your account for the amount you think is in error.

We will notify you of the results within three business days after completing our investigation. If We decide that there was no error, We will send you a written explanation. You may ask for copies of the documents that We used in our investigation.

16. Liability for Failure to Complete Transfers

We shall have no liability for any transfers which were not successfully completed. 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.

17. Fees

There are no fees to use *Zelle*, however, We reserve the right to charge a fee for the use of the Service and any additional services or features that We may introduce.

18. Use of Our Online Banking Site and/or Mobile App

You agree to access our website and/or mobile app in compliance with our Online Banking: [Electronic Communications Agreement](#), which is available on the Disclosures page on the PremierAmerica.com website and incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between this Agreement and other disclosures or agreements We have provided to you, this Agreement will govern to the extent of any such inconsistency.

19. Cancellation of the Service

You may discontinue your use of the Service at any time. We reserve the right, but assume no obligation, to terminate your ability to use *Zelle*, if We deem your actions to be potentially unlawful, abusive, offensive or unwelcome or for any reason at all at our sole discretion. We will not be responsible for any outstanding transaction issues associated with cancelling this Service, or any transfers initiated before We have been provided notice of cancellation and reasonable time to act upon such notice

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER THE CREDIT UNION NOR *ZELLE* MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. CREDIT UNION 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. CREDIT UNION AND *ZELLE* DO 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 CREDIT UNION OR *ZELLE*, THEIR OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS OR CREDIT UNIONS 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 CREDIT UNION OR *ZELLE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE'S* SERVICE OR WITH THE TERMS OF THIS Agreement, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF CREDIT UNION OR *ZELLE*, THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks and Credit Unions 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 also agree to indemnify, defend and hold harmless Premier America Credit Union, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Premier America Credit Union account, of any intellectual property or other right of any person or entity.

23. Governing Law; Choice of Law; Severability

This Agreement shall be governed by and construed in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of California without giving effect to its conflict of laws, provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

24. Miscellaneous

Subject to the terms of this Agreement, the Service is 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 *Zelle* customer service generally will be available Monday through Friday, excluding

US bank holidays. For purposes of this Agreement, our business days are 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.

25. Equipment Used to Access the Service

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 the 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.

26. Password

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, login 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, login 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, login 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, login 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.

27. Service Termination or Suspension.

If you cancel *Zelle* Payment Service, 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 *Zelle* at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.