

Zelle Network® Terms and Conditions

For purposes of this *Zelle Network*® Terms and Conditions Disclosure (Agreement), the words “we,” “our,” “us,” “CU SoCal”, and “Credit Union” mean Credit Union of Southern California. The words “you” or “your” mean the primary accountholder and all joint accountholders.

1. Description of Services

- a. 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*® 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.

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.

3. Amendments or Changes to Agreement

We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the mobile banking and online banking site and/or providing notice of a change in terms, and to the extent required by applicable law, will provide you prior written notice of any such amended terms and conditions, and your continued use of the Service constitutes acceptance of the amended terms and conditions. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change takes effect or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service’s more recent revisions, updates, upgrades or enhancements.

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. In any case, you will get a periodic statement at least quarterly.

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

You consent to us sharing your personal information, which may include Account information, for the following, but not limited to, reason(s):

- a. As necessary for Network Banks or Credit Unions to complete transfers;
- b. As necessary to resolve a problem related to a transfer or payment between you and another User;
- c. To verify the existence of your Account, or debit card, as applicable;
- d. To comply with government agency or court orders or other legal process;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation
- f. To comply with inquires in connection with fraud prevention or any investigation;
- g. For our general business purpose, including without limitation data analysis and audits;
- h. As otherwise permitted by the terms of our Privacy Policy, as discussed in the Section below titled “Your Privacy” or
- i. If you give us prior verbal or written permission

5. Your Privacy

We make security and the protection of your information a top priority. You can access our Privacy Policy at www.cusocal.org/about/disclosures, which Privacy is incorporated into and made a part of this Agreement by this reference.

6. 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.

7. 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.

8. 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 Union 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 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Member Care Center 866-287-6225. You expressly consent to receipt of a text message to confirm your "STOP" request.

9. 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.

10. 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 and you can effect such cancellation through the Service by selecting the pending payment and selecting the "Cancel" option. 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, us, *Zelle* and the other Network Banks or Credit Unions, 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 or Credit Union, 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.

11. Liability

a. Contact in the Event of an Unauthorized Transfer

If you believe your Password has been lost or stolen, call: 866-287-6225 or write: P.O. Box 200, Whitter, CA 90608.

b. 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. However, there are some exceptions.

For instance, we will not be liable in 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 started 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). YOU AGREE THAT, EXCEPT AS REQUIRED BY APPLICABLE LAW, 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.

12. Send Limits

For security reasons, we do not disclose send limits in this Agreement. Please contact us at 866-287-6225 for information regarding applicable send limits.

Transfer limits applicable to Users of other Network Banks or Credit Unions are governed by the User's Network Bank or Credit Union. 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.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Service. All transfer limits are subject to temporary reductions to protect the security of accounts and/or the Service.

13. 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, officer's 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.

14. Transaction Errors

In case of errors or questions about your electronic fund transfers, you must telephone us at 866-287-6225, e-mail us

at info@cusocal.org, log on to CU Online and notify us using the “Messaging” option, or write to us at P.O. Box 200, Whittier, CA 90608 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When contacting us, please make sure to:

- Tell us your name and account number (if any);
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- 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 within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. 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 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 provisionally credit your Account. We will tell you the results within three (3) 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.

*If you give notice of an error within thirty (30) days after you make the first deposit to your Account, we may take up to twenty (20) business days instead of ten (10) business days to provisionally credit your account for the amount you think is in error.

**If you give notice of an error within thirty (30) days after you make your first deposit to your Account, notice of an error, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days instead of forty-five (45) to investigate your complaint.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you 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.

15. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. You could lose all the money in the Accounts, (plus your maximum overdraft Line of Credit, if you have one with us). If you tell us within two (2) business days after you discover the loss or theft, you may be liable for no more than \$50, if someone accesses your Account without your permission.

If you do not tell us within two (2) business days after you discover the loss or theft of your password or that an unauthorized online transfer has been made from any of your deposit Accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any Account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days for a transfer from your Account after a statement showing such a transfer was transmitted, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If your delay in notifying the Credit Union was due to extenuating circumstances, we shall extend the times above to a reasonable period. If you have authorized someone else to use of your password, you are responsible for all transactions that person(s) initiates at any time, even if the amount or transactions exceed what you may have authorized.

16. Fees

You are responsible for paying all fees associated with your use of the Service, including but not limited to telephone access fees and internet service fees, assessed by your telephone and internet service provider. Any financial fees associated with your Account will continue to apply.

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 Electronic Services Terms and Conditions, which are available at www.cusocal.org/About/Disclosures and our Truth in Savings disclosure titled "About Your Credit Union Accounts", as well as our other agreements with and disclosures provided to you, which are 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.

18. Cancellation of the Service

You may cancel the Service online or by calling 866-287-6225. By canceling the Service, any pending transfers, will also be terminated, however any transfer that is in process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of Service fees, if any. 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. 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 (i) you violate any terms of this Agreement or any other agreement with us, (ii) there are unauthorized or fraudulent transactions related to any of your accounts with us, or the use of the Service, or (iii) we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time.

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

- the Service,
- your ability to send or receive funds through the Service,
- your ability to send funds through the Service, while continuing to permit you to receive funds through the Service,
- your ability to request funds from another User, or
- your ability to receive requests for funds from another User.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER CREDIT UNION NOR ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. CREDIT UNION AND 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. CREDIT UNION AND 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 CREDIT UNION OR ZELLE, OR 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 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, OR THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS OR CREDIT UNIONS 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 Credit Union of Southern California and *Zelle*, and their 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 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.

23. Governing Law; Choice of Law; Severability; Headings

This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the State of California to the extent not preempted by federal law. In addition, choice of law rules shall not apply where application of said rules would result in the application of a different state's law.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

24. 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. 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 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.