



Online and Mobile Access Terms & Conditions

Introduction:

Sno Falls Credit Union ("SFCU") strives to provide you with the highest quality Online Access, Mobile Access and Mobile Deposit services available. You must enroll in Online Access to use Mobile Access and you must enroll in Mobile Access in order to use Mobile Deposit. By enrolling in any of these services, you agree to all the terms and conditions contained in the Agreement and Disclosure. (the "Agreement"). Use of the Services is subject to approval by Sno Falls Credit Union.

We may offer additional Online Access, Mobile Access, and Mobile Deposit services and features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service, if applicable.

Definitions:

The following words used in this Agreement have the meanings given below:

"Account(s)" means your eligible SFCU savings, checking, money market, or loan account or other product information that can be accessed through Online Access, Mobile Access, or Mobile Deposit.

"Agreement" means this Online Access, Mobile Access, and Mobile Deposit Agreement and Disclosure.

"**Online Access**" means the online services accessible from a computer using a secure login and password.

"**Mobile Deposit**" means the service that allows you to make check deposits to your Sno Falls Credit Union savings (share), checking (share draft), accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to Sno Falls Credit Union or Sno Falls Credit Union's designated third party service provider.

"**Mobile Access**" means accessing online services through the use of a Device.

"Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled. Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.

"You" and "Your(s)" means each person with authorized access to your Account(s) through the Services.

"Service" or "Services" means the Online Access, Mobile Access, and Mobile Deposit services described in this Agreement.

"We," "Us," "Credit Union," and "SFCU" means Sno Falls Credit Union.

"Website" means SFCU's website: www.snofalls.com.

Agreement:

This Agreement contains the terms that govern your use of the Service. You may use the Services to access your accounts through the Internet or Device. By using any of the Services to access an Account, you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account(s) to which you have previously agreed.

Your Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each Account will be subject to the following:

- The terms or instructions appearing on a screen when using Online Access, Mobile Access, or Mobile Deposit;
- SFCU rules, procedures, and policies applicable to each Account;
- The rules and regulations of any funds transfer system used in connection with Online Access, Mobile Access, or Mobile Deposit, and all applicable state and federal laws and regulations.

Account Access:

You may access your Account through the Services to obtain balances, transaction history, and other information and perform the transactions described herein. All Accounts will be linked by the means of the Member Number.

Your Account or any other access device or method (including the Services) may not be used for any illegal activity or transaction. You understand that you may not utilize your Account or the Services for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Business Days:

Monday - Friday, excluding Federal Holidays.

Confidentiality:

We will abide with the SFCU Privacy Policy in all transactions with you.

Changes:

Except as otherwise required by law, rule, or regulation, we may add to, modify, delete from, or change the terms of this Agreement from time to time or at any time. When changes are made, you will receive written notice, at least thirty (30) days prior to the effective date of the change(s), if the change would result in: (1) increased fees; (2) increased liability for you; (3) fewer types of available electronic fund transfers; or (4) stricter limitations on the frequency or dollar amount of transfers. For other types of changes, we are not required to give prior notice, but we will provide written notice of the changes no later than the effective date. We are also not required to give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system. If we make such a change permanent and disclosure would not jeopardize the security of the Account or system, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. You may choose to accept or decline changes by continuing or discontinuing the use of the Services. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable Account.

Fees:

See Service Fees Schedule located at the Website. There are no monthly fees for accessing Online Access, Mobile Access, or Mobile Deposit.

Other fees may be assessed and billed separately by your internet service provider or Device provider. All telephone or wireless charges associated with your use of the Service are your responsibility. All other fees which have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s) and to your use of the Service.

A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in our Schedule of Fees and Charges for each stop payment order you give. If you request a copy of the documentation relative to a Service transaction (except if the documentation is for resolution of a billing error), a fee equal to our reasonable cost of reproduction will be charged. Any fees charged will be deducted from your savings account or checking account.

Description of Service:

1. **Online Access.** Upon approval, you may use your computer to access your accounts. You must use your username and password to access your accounts. Online Access is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit

Union's Online Access may not be available due to system maintenance. You will need a computer, connection to the Internet and a web browser. The web address to access Online Access is www.snofalls.com. You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any Internet connection or your computer. At the present time, you may use Online Access to:

- Transfer funds between your savings, checking, money market and loan accounts.
- Transfer funds between your account and another member's account with SFCU.
- Transfer funds between your SFCU savings and checking accounts and your accounts with another financial institution.
- Review account balance and transaction history for your savings, checking, and loan accounts.
- Review information on your loan account including due dates, finance charges, interest rate and balance information.
- Make bill payments from your checking account through Bill Payment Service.
- Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit or loan account will be subject to your Loan Agreement and Disclosures, as applicable.

2. **Bill Pay Services.** When you enroll in Bill Pay, you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution. Please refer to the Bill Pay Service Addendum for additional terms regarding bill payment transactions.

3. **External Account Transfer Services.** When you setup External Account Transfers, you may make electronic transfer of funds between your SFCU savings or checking accounts and an enrolled checking or savings account that you own at another financial institution. You also accept the following conditions:

- You represent that you are an owner of the External Account and are authorized by any other owners of the external account to enroll that account to make external transfers.
- You authorize SFCU to initiate credit and debit transactions on the external account entered through SFUC'S Online Banking, or to correct any errors that SFCU identified in conjunction with the transfer request.
- All External Account Transfers are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an external account where the transfer would not be allowed under the rules and regulations of such accounts.
- SFCU reserves the right to reject an enrollment request for any reason, including without limitation positional fraud or misuse.
- Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. The Credit Union reserves the right to refuse any transfer and we will notify you if we are unable to perform a transfer designated by you. This notification is not required if you attempt to make a prohibited transfer or an exception

transfer under this Agreement.

- As a condition to using External Account Transfers, you agree that you are solely responsible for the use of the service and that you will use the service in accordance with this Agreement. You agree it is your responsibility to ensure you enter valid and correct external account information. External Account Transfers sent to invalid or incorrect account numbers may be not recoverable and the Credit Union is not responsible for returning funds due to an unrecoverable External Account Transfer error. You agree that you will not attempt to circumvent the security features of Online Banking or the External Account Transfer Service, make any improper or unauthorized transfer of funds and that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of Online Banking and this service as well as accessing or using Online Banking or this service in any other unauthorized manner.
- You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of External Account Transfers or Online Banking by you or your authorized users. You are prohibited from using the services for any activity that:
 - Would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations.
 - Knowingly accepts restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling).
 - Directly or indirectly relates to the use of the service that is illegal or fraudulent.

4. **Online Access Limitations.** The following limitations on Online Access transactions may apply:

- **Transfers.** You may make funds transfers between your enrolled accounts, to other member accounts or to enrolled accounts you have with other financial institutions. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. For transfers to other member accounts, the other member must provide you with the account number. You may use this information along with the member's name to transfer funds. The "Transfer to another Member" feature is limited to a daily transfer limit of \$2,500. Otherwise, you may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Additional transfer limitations may apply to External Account Transfers. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds or lower an account below a required balance.

Federal Regulations limit the number of transfers allowed from a savings or money market account per month. Online Access and Mobile Access transfers count towards this limit. Each transfer from a savings or money market account using Online Access or Mobile Access is counted as one of the six limited transactions permitted each month. We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

- **Mobile Access.** Mobile Access is offered as a convenience and supplemental service to our Online Access services. It is not intended to replace access to Online Access from your personal computer or Mac, or other methods you use for managing your accounts and services with us. Mobile Access allows you to access your Credit Union account information, make loan payments, transfer funds, and conduct other Access transactions within your eligible SFCU accounts.

To utilize Mobile Access services, you must be enrolled in Online Access.

You may use Mobile Access to transfer funds between your eligible SFCU accounts. You may use Mobile Access to transfer to or from an Account at another financial institution.

You must have sufficient funds available in the selected Accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. Applicable fees may apply as permitted by Law.

- **Mobile Deposit.** You can use Mobile Deposit to deposit checks using your Device by taking a picture with your Device of the front and back of the check and transmitting it (along with verification information), using the Mobile Deposit service, to the Credit Union.

We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through the Service. We may also reserve the right to modify the scope of the Service at any time.

The Service may not be accessible or may have limited service over some network carriers. The Service also may not be supported by all Devices. SFCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of network" issues.

Use of the Service:

We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Service as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements:

You agree that, when you use the Service, you remain subject to the terms and conditions set forth in your existing agreements with us and any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements.

You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of the Service (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us.

You agree to review your Account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of the Service.

Equipment and Software:

SFCU does not guarantee that your Device or mobile phone service provider will be compatible with the Service. Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. **SFCU WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM SUCH VIRUSES.** SFCU will also not be responsible if any non-public personal information is accessed via the Service due to any of the above named viruses residing or being contracted by your Device at any time or from any source.

The Credit Union is not responsible for errors or delays or your inability to access the Service caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the Service. We are not responsible for any damage to the Device or the data within.

Mobile Deposit Requirements:

To use Sno Falls Credit Union's Mobile Deposit service you must be a member with an account in good standing. You must have a suitable mobile device. Sno Falls Credit Union is not responsible for any technical difficulties you experience attempting to use Mobile Deposit.

Deposits are subject to verification and may not be available for immediate withdrawal. Deposit limits and other restrictions apply. SFCU reserves the right to impose limits on the amount(s) and/or number of deposits that you submit using the Mobile Deposit service and to modify such limits from time to time. If we permit you to make a deposit in excess of

these limits, such deposit will still be subject to these terms and conditions, and SFCU will not be obligated to allow such a deposit at other times.

Deposits submitted through Mobile Deposit are treated as having been received on the same business day if they are completed before 4:00 p.m., Pacific Time, Monday through Friday. Transactions completed after that time or on Saturdays, Sundays, or holidays may be processed on the first business day following the transaction date. Please see our "Disclosure of Delayed Funds Availability Policy" for information about hold periods that we may place on checks you may deposit.

You are solely responsible for any Item for which you have received credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Mobile Deposit are provisional, subject to verification and final settlement. Any returned items will be returned to you in the form of an image or an Image Replacement Document (IRD). For any deposit which you have submitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for 60 days after it has been credited to your Account, and thereafter to either destroy any Item of which you have transmitted an image, or to otherwise render it incapable of transmission or presentment. If you make more than two Mobile Deposit errors within any 60 day period, access may be revoked. You agree to indemnify, defend, and hold Sno Falls Credit Union and any Sno Falls Credit Union's third party service provider(s) harmless from and against any and all claims, damages, losses, liability, or expenses (including attorneys' fees and expenses) to which we or our service provider may become subject as a result of an item you deposited via Mobile Deposit being presented for duplicate payment.

Only the following items are eligible for Mobile Deposit:

1. Checks drawn on U.S. financial institutions in U.S. dollars;
2. Checks drawn on United States Treasury; or
3. Checks drawn on any state or local government of the United States.

Checks must be payable to you and endorsed by you with the following restrictive legend: "For Mobile Deposit Only Account No. _____," consistent with the terms of the Sno Falls Credit Union account agreement applicable to the Account to which the deposit is made.

You agree not to attempt to use Mobile Deposit to deposit checks with any of the following characteristics:

1. The check is not payable to you;
2. There is any apparent alteration to the front of the check;
3. You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
4. The check is payable in a currency other than U.S. dollars;

5. The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act;
6. The check has been remotely created;
7. The date of issue of the check is more than six (6) months prior to the attempted deposit date; or
8. You have any reason to believe that the check will not be paid by the institution on which it is drawn.

The check image transmitted via Mobile Deposit must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse, or association.

We may, at our sole discretion, refuse to accept any item presented for deposit via Mobile Deposit. We will notify you via the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via Mobile Deposit.

Funds from any check deposited via Mobile Deposit will be available to you after final collection from the institution on which it is drawn. We may make funds available sooner depending on factors we, at our sole discretion, deem relevant, including, but not limited to, your account history with Sno Falls Credit Union and your creditworthiness.

Account Ownership/Accurate Information:

You agree that you are the legal owner of the Accounts and other financial information which may be accessed via the Service. You agree that all information provided to us in connection with the Service is accurate, current, and complete, and that you are required to provide such information to us for the purpose of using the Service. You agree you will keep SFCU informed on any changes to your email address. You agree not to misrepresent your identity or your Account information as well as keeping your Account information up to date and accurate. You agree that you are an authorized user of the Device. You are responsible for all transactions you authorize using the Service under this Agreement. If you permit others to use your log in ID or password, you are responsible for any transactions they authorize or conduct on any of your Accounts. SFCU has the right to rely upon the use of your log in ID and password information as authorized and legitimate.

User Security:

You agree to take every precaution to ensure the safety, security, and integrity of your Accounts and transactions when using the Service. You agree you will not give out Account information or user log in ID or passwords, leave your computer or Device unattended while using the Service, allow your computer or Device to store your log in ID or password, leave Account information in view or range of others, nor will you send any private Account information via a public or general email system. You also agree to log out of the Service completely if you are using a public computer. You agree not to leave your computer or Device unattended while logged into the Service and to log off immediately at the

completion of session. You agree not to provide your log in ID, password, or other access information to any unauthorized person. If you allow access to the Service to an unauthorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We recommend that you change your password regularly and that you do not use passwords that could be easily guessed, such as your birthdate, last name, or other information that may be publicly available. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and Account information confidential.

The Credit Union will never contact you and ask you to provide your log in ID or passwords. If you are contacted by anyone claiming to be a representative of the Credit Union who asks you to provide any log in ID or password, you understand that you should not provide your log in ID or password and you will contact us at the number below immediately to report the incident.

The Credit Union recommends that you purchase and utilize anti-malware software as a defense against keyloggers and certain forms of attacks by unauthorized third parties seeking access to or control over your Account. Anti-malware is a term that is commonly used to describe various software products that may also be referred to as anti-virus or anti-spyware. Anti-malware software is used to attempt to prevent, detect, block, and remove adware, spyware, and other forms of malware such as keyloggers.

We make no representation that any content or use of the Service is available in locations outside the United States. Accessing the Service from locations outside the United States is at your own risk.

Number to Call to Report Suspicious Activity:

If you notice any suspicious account activity or if you believe that your log in ID or password may have been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, or if you suspect any fraudulent activity on your Account, you must notify us immediately by calling **425.888.4004 or 1.800.243.7860**. You may also notify us in writing at Sno Falls Credit Union, PO Box 1978, Snoqualmie, WA 98065.

User Conduct:

You agree not to use the Service or the content or information delivered through the Service in any way that would be considered illegal or violate any law or statute. Harassment or threatening language will result in the closure or suspension of your Account. You also agree not to make commercial use of the Service or resell, lease, rent, or distribute access to the Service.

Indemnification:

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold harmless Sno Falls Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from third party claims, disputes, actions; allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; and/or your violation or any law or rights of a third party or your use or use by a third party of the Service.

Termination:

SFCU reserves the right to terminate the Service, in whole or in part, at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion, including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter my log in ID or password as an indication of an attempted security breach.

Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

You're Liability for Unauthorized Transactions and Advisability of Prompt Reporting:

You must tell us AT ONCE if you believe your log in ID or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your Account (plus your maximum overdraft line of credit). However, if you believe your log in ID or password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your log in ID and password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your log in ID and/or password and we can prove we could have stopped someone from using your log in ID and password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made through the Service, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed to you, 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 you can document a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

Telephone Number and Address to be notified in Event of an Unauthorized Transaction:

If you believe your log in ID and/or password has been lost or stolen or that someone will or may use them to transfer money from your Account(s) without your permission, you must telephone us at: **425-888-4004** or write us at:

SNO FALLS CREDIT UNION
PO BOX 1978
SNOQUALMIE, WA 98065

Errors:

In case of errors or questions about your electronic transfers, telephone us at **425-888-4004** or write us at SNO FALLS CREDIT UNION, PO Box 1978, Snoqualmie, WA 98065, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and Account number;
2. Describe the error or the transaction 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
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine if an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will 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 (10) business days, we may not credit your Account.

For new accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

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.

Our Liability for Failure to Make or Complete Electronic Funds Transactions:

If we do not properly complete an electronic funds transaction to your Account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Circumstances beyond our control (such as fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of ours, you do not have enough money in your Account or available overdraft sources (or sufficient collected funds) to make a transaction;
3. The funds in your Account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
4. We have received incorrect or incomplete information from your or from third parties (e.g., the U. S. Treasury or an automated clearing house);
5. The Service was not working properly and you knew about this breakdown when you made the transaction;
6. Your login ID and/or password have been reported lost or stolen or repeatedly entered incorrectly;
7. Our failure to complete the transaction is done to protect the security of your account and/or the Service;
8. There may be other exceptions.

Disclosure of Delayed Funds Availability:

We may place a hold for uncollected funds on an item you deposit. This could delay your ability to withdraw such funds. For further details, see our "Funds Availability Policy Disclosure" or contact a Credit Union officer.

Relationship to Other Disclosures. The information in this Agreement applies only to the Service. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

Governing Law. This agreement shall be governed by the laws of the jurisdiction in which the Credit Union is located and applicable Federal laws and regulations.

Federal Disclosure. You agree to accept this disclosure online rather than a paper disclosure. We recommend you print the entire Agreement and Disclosure for your records. If you are unable to print this, please request a paper disclosure to be mailed to you.

Limitations and Warranty Disclaimers:

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Bill Pay Terms & Conditions

This is an Addendum to the Electronic Funds Transfer Agreement and the Online Access Agreement and sets forth the additional terms and conditions for use of Bill Pay offered through Sno Falls Credit Union (SFCU). By enrolling or using Bill Pay, you agree to the terms and conditions of this Bill Pay Addendum.

Definitions.

- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills presentments, as the case may be.
- "Payment Instruction" is the information provided by you to us for a bill payment to be made to the Biller (such as, but not limited to Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and also is the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-business day in which case it will be considered to be the previous business day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Bill Pay service but has not begun processing.

Online Bill Pay Transactions.

- **Bill Payment Scheduling.** The earliest possible scheduled payment date for each Biller (typically four (4) or fewer days from the current date) will be designated within the application when you are scheduling the payment. The application will not permit you to select a Scheduled Payment Date less than earliest possible date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-business day. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that is at least one (1) business day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.
- **Payment Authorization and Payment Remittance.** By providing the Credit Union with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the payment system.

In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

- When we receive a Payment Instruction, you authorize us to debit your Payment Account on the Scheduled Payment Date you have designated on the payment instruction and remit funds on your behalf. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user.
- **Payment Methods.** We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or an electronic to check payment.

Payment Authorization and Instructions.

- **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, it cannot be cancelled or edited; therefore a stop payment request must be submitted. Any payments we have already processed before the requested cancellation date will be completed by us. Any Scheduled Payments, including recurring payments, will not be processed once your service is cancelled. We may terminate or suspend Bill Pay to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.
- **Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We also may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call our Contact Center. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We also may require you to present your request in writing within fourteen (14) days. The charges for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
- If you wish to place an oral stop payment on a recurring bill payment transaction, the Credit Union must receive your oral stop payment request no less than five (5) business days before the Scheduled Payment Date. You may call the Credit Union at **425.888.4004** to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

Limitations on Payments.

- **Services Guarantee.** Due to circumstances beyond the control of the service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date provided the payment was scheduled for timely payment in accordance with the

guidelines described under "Bill Payment Scheduling" in this Addendum.

- **Prohibited Payments.** Payments to Billers outside of the United States or its territories are prohibited.
- **Exception Payments.** Tax payments and court-ordered payments may be scheduled; however, such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss-posted or misdirected payments will be your sole responsibility unless the Credit Union caused the payment claim.
- **Biller Limitation.** We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Addendum.
- **Returned Payments.** You understand that Billers and/or the United States Postal Service may return payments to us for various reasons including, but not limited to, Biller's forwarding address expired, Biller account number is not valid, Biller is unable to locate account, or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account.
- **Information Authorization.** Your enrollment may not be fulfilled if we cannot verify your identify or other necessary information. Through your enrollment you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).

Bill Delivery and Presentment. Upon approval, you agree to the following terms and conditions for the presentment of electronic bills.

- **Information Provided to Biller.** We are unable to update or change your personal information including, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all user names and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. It is your sole responsibility to contact your Biller directly if you do not receive your statements.
- **Activation.** Upon activation of the electronic bill feature, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing

cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

- **Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a Biller constitutes your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- **Notification.** We will use our best efforts to present all of your electronic bills promptly. In addition to notification, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically sign in and check on the delivery of the new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of Electronic Bill Notification.** You understand a Biller has the right to cancel the presentment of electronic bills at any time. Also you may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in progress at the time of cancellation.
- **Non-Delivery of Electronic Bill(s).** You are solely responsible should the Biller fail to deliver your statement(s). You are solely responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- **Accuracy and Dispute of Electronic Bill.** We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

Amendments. From time to time, the Credit Union may amend any of the terms and conditions contained in this Bill Pay Addendum. Such amendments shall become effective as stated on any notice sent to you.

Zelle Network® Standard Terms

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.”
- 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.
- 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 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.

We reserve the right to amend this Agreement from time to time, without prior notice or consent.

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

[You consent to the collection, use and transfer of personal data to be shared with *Zelle* and other Network Banks, for the purposes permitted in the *Zelle Network*® *Participation Rules* in accordance with its customary processes and procedures.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://snofalls.com/wp-content/uploads/Privacy-Policy-2015-07.pdf>, 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. See also our Privacy Policy at <https://snofalls.com/wp-content/uploads/Privacy-Policy-2015-07.pdf>.

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 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. 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 services at info@snofalls.com or (800) 243-7860. You expressly consent to receipt of a text message to confirm to “STOP” request.

8. Receiving Money; Money Transfers by Network Banks

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 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).

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

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) this [*Agreement*], and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. 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 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, 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, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER 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

Maximum transaction limits and daily transaction limits may apply. Contact our member services at info@snofalls.com or (800) 243-7860 for additional information.

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

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

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER 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).

14. Your Liability for Unauthorized Transfers

User shall take reasonable steps to prevent unauthorized access to the Service, including without limitation by protecting its passwords and other log-in information. User shall notify us immediately of any known or suspected unauthorized use of the Service or breach of its security and shall use best efforts to stop said breach.

15. Liability for Failure to Complete Transfers

We shall have no liability to you for any failure, through no fault of us, to complete a transaction in its entirety. Users are provided with transaction confirmation alerts upon successful completion of each transaction.

16. Fees

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.

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/Mobile Access Terms & Conditions*, which are available at https://snofalls.com/wp-content/uploads/SFCU_OnlineAccessBillPayTerms.pdf and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

Upon cancellation of the Service, this Agreement will be hereby terminated and of no further force or effect.

19. Right to Terminate Access

Your use of the Service must, at all times, be in accordance with all applicable local, state or federal laws, regulations, rules, orders and other requirements, now or hereafter in effect. We may suspend your Service (or any portion thereof) without liability if: (i) We reasonably believe that the Service is being used in violation of these terms and conditions; (ii) We are required by any laws to suspend the Service; or (iii) we reasonably believe that the suspension of the Service is required.

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 (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 *ZELLE*, ITS 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 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

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, County of King.

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.

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