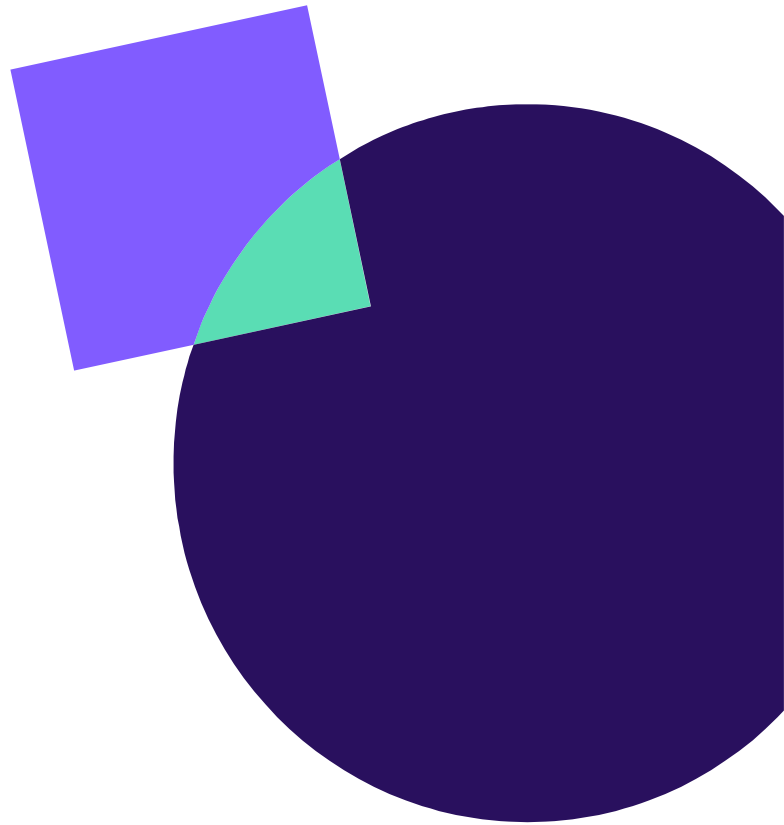




# Zelle Network<sup>®</sup> Standard Terms

April 30, 2021



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## Summary of Changes

Summary of changes to the *Zelle Network® Standard Terms*. Participants must incorporate the revised Standard Terms into the Participant's app, website, or any other Participant supported channel by **April 15, 2022**.

Section	Revision
2. Eligibility and User Profile	Language has been added regarding the use of a Zelle tag by Users of the Service. In addition, language has been added to this section describing Content Standards for content provided by Users.
7. Consent to Emails and Automated Text Messages	References to Zelle tag have been added to this section.
8 Receiving Money; Money Transfers by Network Banks	A reference to Zelle tag has been added to this section.

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## About this Document

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### Purpose

The *Zelle Network® Standard Terms* contains the latest terms and conditions for the Zelle® Payments Service managed and maintained by the Network Operator.

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### Content




Changes to the *Zelle Network® Standard Terms* are communicated and identified as part of the "Summary of Changes" for each edition.

Unless an effective date is specified, all changes are effective on the publication date. An accompanying separate document, *Zelle Network® Standard Terms Implementation Document*, is also provided in order to simplify the implementation process.

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### Document Conventions

The following conventions are used within this document:

Symbol	Description
	Change Bars: These are vertical lines in the left margin that identify revised or added text. All changes in the NOC are indicated using change bars, as shown on the left.
	Trash can: This icon is shown in the left margin to indicate deleted text.
	Move symbol is an icon in the left margin to indicate text has moved as compared to the most recent previously published version of these Terms.

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# Zelle Network® Standard Terms

**Note to Participants:** All italicized text found in brackets throughout are directional or informative notes to be deleted before publishing within the Participants' terms and conditions.

## 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.

Content Standards: You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

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

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

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

By accepting this Service Agreement, you consent to Harborstone Credit Union’s disclosure of your personal information (including credit union account information) to our Network Financial Institutions or other third parties for the following purposes:

- As necessary for Network Financial Institutions to complete money transfers between you and other Users;
- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To verify the validity of your bank account;
- To verify the validity of your debit card;
- To comply with government agency or court orders;
- To our affiliates, as permitted by law;
- To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general internal business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of our Privacy Policy.

### 4. Privacy and Information Security

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Online Money Movement Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as “User Information”). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not

use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our security policy by clicking on "Security Policy" in Online Banking. You can see a full description of our privacy policy by clicking on "Privacy Policy" in Online Banking.

## 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. Harborstone's Privacy Policy is available at [<https://www.harborstone.com/home/why-haborstone/security#policy>]

## 6. Enrolling for the Service

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

## 7. Consent to Emails and Automated Text Messages

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any

- related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
  - c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
  - d. 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 454545 or contact our customer service at (253) 584-2260 or 1-800-523-3641. You expressly consent to receipt of a text message to confirm your "STOP" request.
  - f. Supported Carriers: AT&T, Sprint, T-Mobile®, Verizon, U.S. Cellular®, Alaska Communications Systems (ACS), bandwidth.com (includes Republic Wireless), Bluegrass Cellular, Boost Mobile, CableVision, Carolina West Wireless, CellCom, Cellular One of N.E. Arizona, C Spire Wireless (aka Cellular South), Chariton Valley Cellular, Chat Mobility, Cleartalk (Flat Wireless), Copper Valley Telecom, Cricket Wireless, DTC Wireless, Duet Wireless, East Kentucky Network (Appalachian Wireless), ECIT/Cellular One of East Central Illinois, GCI Communications, Google Voice, Illinois Valley Cellular, Inland Cellular, iWireless, Leaco Rural Telephone Cooperative, MetroPCS, Mid-Rivers Communications, Mobi PCS, MobileNation/SI Wireless, MTA Wireless/Matanuska Kenai, MTPCS Cellular One (Cellone Nation), Nex Tech Communications, Northwest Missouri Cellular, nTelos, Panhandle Wireless, Pine Cellular, Pioneer Cellular, Plateau Wireless, Rural Independent Network Alliance (RINA), Sagebrush Cellular aka Nemont, SouthernLINC, SRT Communications, Thumb Cellular, TracFone (AT&T, Union Telephone, United Wireless, Viaero Wireless, Virgin Mobile, West Central Wireless

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

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

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

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

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion.

## 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

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unwelcome by the recipient.

### 13. Transaction Errors

In case of errors or questions about your fund transfers, contact us 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, you can see a complete statement of all your funds transfers affected or pending at any time by clicking on the History tab. We must hear from you within 60 days after we FIRST posted the transfer to your statement.

(1) Tell us your name and the account number of the Account to which the error relates. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information. (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 10 business days. We will determine whether we committed an error within 10 business days (20 business days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable Accounts within 10 business days (20 business days for new member accounts) for the amount you believe is in error, so that you or your intended Recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit/debit the applicable Accounts.

We will tell you the results within three business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

### 14. Your Liability for Unauthorized Transfers

You are responsible for all transfers you authorize using the service under this agreement. If you permit other persons to use your access, you are responsible for any transactions they authorize or conduct on any of your accounts. However, notify the credit union at once if you believe anyone has used your access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For online banking transactions, if you notify the credit union within two business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify the credit union within two business days after you learn of the unauthorized use of your account or access code and the credit union can prove that it could have stopped someone from accessing your account without your permission if you had notified the credit union, you could lose as much as \$500. Also, if your paper statement shows online banking transfers that you did not make, notify the credit union at once. If you do not notify the credit union within sixty days after the statement was mailed to you, you may be liable for the full amount of the loss if the credit union can prove that it could have stopped someone from making the unauthorized transactions. If a good reason (such as a hospital stay) keeps you from notifying the credit union, it may extend the time periods.

### 15. Liability for Failure to Complete Transfers

If the credit union does not complete a transfer to or from your account on time or in the correct amount according to its agreement with you, the credit union will be liable for your losses or damages. The credit union's sole responsibility for an error in a transfer will be to correct the error. You agree that neither the credit union nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, credit union, internet browser providers, internet access providers, online service providers, or agents or subcontractors of any of the foregoing. Nor shall the credit union or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online banking service, Bill Pay service, internet browser, or access software. In this regard, although the credit union has taken measures to provide security for communications from you to the credit union via the online banking and Bill Pay services and may have referred to such communications as "secured," the credit union cannot and does not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, the credit union's liability is limited to

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the extent permitted by applicable law.

The credit union will not be liable for the following:

- If, through no fault of the credit union, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong access code or have not properly followed any applicable computer or credit union user instructions for making transfer and Bill Pay transactions.
- If your computer fails or malfunctions or the phone lines or credit union computer system were not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond the credit union's control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process, or other claim.
- If you have not given the credit union complete, correct, and current instructions so that it can process a transfer.
- If, through no fault of the credit union, a Bill Pay or funds transfer transaction does not reach a particular payee due to changes in payee address, account number, or otherwise; the time you allowed for payment delivery was inaccurate; or the payee failed to process a payment correctly or in a timely manner and a fee, a penalty, or interest is assessed against you.
- If the error was caused by a system beyond the credit union's control, such as a telecommunications system, an internet service provider, a computer virus, or a problem related to software not provided by the credit union. • If there are other exceptions as established by the credit union.

## 16. Fees

Harborstone Credit Union does not charge a fee for this service and is not responsible for any fees that may be charged by other service providers.

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

You agree to access the website and/or mobile app in compliance with our *Terms of Use*, which are available at [harborstone.com](https://harborstone.com) and incorporated into and made part of this *[Agreement]* by this reference.

## 18. Cancellation of the Service

Members may cancel the service at any time and without cost by contacting Member Services to un-enroll. If you later decide to again utilize the service you will need to re-enroll via the app.

## 19. Right to Terminate Access

You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this Agreement.

## 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).



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## 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 is governed by Harborstone Credit Union's bylaws, federal laws and regulations, all applicable laws, including principles of contract law, the regulations of the state of Washington, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, any legal action regarding this [Agreement] shall be brought in the court of the county in which the credit union is located.

## 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.