

# Terms and Conditions

## 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. In these Terms of Use, for consumer accounts, “you” and “your” refer to the Community Financial Services Bank account holder who has enrolled an eligible Community Financial Services Bank account in the Service. “We,” “us,” “our,” and “CFSB” refer to Community Financial Services Bank (CFSB).
- c. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.
- d. 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 Terms of Use. 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.

The Service allows you to send or receive money using your consumer deposit account. We reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for any unlawful purpose.

Subject to applicable law, we may amend or change these Terms of Use (including any applicable fees and service charges) from time to time, in our sole discretion, by posting the updated terms on your CFSB Mobile Application. Please access and review these Terms of Use regularly. If you find these Terms of Use unacceptable to you at any time, promptly cancel your profile and enrollment in the Service. Your continued use of the Service after any amendment, modification, or change to the terms and conditions of these Terms of Use shall constitute your agreement and acceptance of such amendment, modification or change.

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

You agree that we may collect, transmit, store, and use certain information about you and your use of your CFSB account in the Service. CFSB will use, share and protect your personal information in accordance with the CFSB Privacy Policy, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. Please review the disclosure found at <https://www.yourlifeyourbank.com/privacy>.

You acknowledge that other third parties, such as *Zelle*, will have access to certain details of the transactions you make using the Service. You acknowledge that CFSB does not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not the CFSB Privacy Policy.

### **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://www.yourlifeyourbank.com/privacy>, which Privacy is incorporated into and made a part of this Terms of Use by this reference.

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

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless

operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle*'s Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. You can access our Privacy Policy at <https://www.yourlifeyourbank.com/privacy>, which Privacy is incorporated into and made a part of this Terms of Use by this reference.

## 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 Terms of Use. 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 53608. For help or information regarding text messaging, send HELP to 53608 or contact our customer service at (888) 226-5669 or (270) 527-4600. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: All major carriers

## **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 Terms of Use 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 Terms of Use, 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).

YOU AGREE THAT YOU, NOT CFSB OR *ZELLE*, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

## **11. Send Limits**

Your daily and monthly *Zelle* limits are disclosed in the *Zelle* user experience in your CFSB Mobile app. CFSB reserves the right to change from time to time the dollar amount of the transfers you are permitted to make using the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided in these Terms of Use, you understand and agree that your use of the Service thereafter may be subject to different limitations on the dollar amount of the transfers you may make than would otherwise be permitted by us.

## **12. Requesting Money**

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

By accepting this Terms of Use, 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**

If you have a question about a transfer you received or expected to receive, then you should contact the sender and attempt to resolve the issue.

You understand that CFSB must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you to submit transfer instructions on your behalf.

You understand that *Zelle* or other Network Financial Institutions receiving the transfer instructions may rely on such information. CFSB, *Zelle*, or other Network Financial Institutions are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

**You understand that if you provide CFSB with incorrect information or if there is any error in your instruction, you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide.**

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, CFSB reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

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

Tell CFSB at once if you believe that your CFSB Mobile app password has been stolen or a transfer has been made without your permission. Calling us is the best way of limiting your potential risk. You could lose all the money in your CFSB



account, plus your maximum overdraft line of credit or the balance in any other account connected to your enrolled CFSB account for overdraft protection. In case of errors or questions about transactions made using the Service through CFSB, promptly call CFSB at [888-226-5669](tel:888-226-5669).

For more information on your rights and obligations concerning unauthorized transactions or errors, please refer to CFSB's Consumer Electronic Funds Transfer Disclosure Statement, which is an account disclosure, provided to you when you opened your registered CFSB account. If you need a copy, call us at [888-226-5669](tel:888-226-5669).

## 15. Liability for Failure to Complete Transfers

If CFSB or *Zelle* does not complete a transfer to or from your enrolled CFSB account within the timeframes as described in these Terms of Use, or in the correct amount, in accordance with the terms of these Terms of Use, we will be liable to you for your direct losses and damages. However, CFSB and *Zelle* will not be liable in the following circumstances:

- If, through no fault of CFSB or *Zelle*, the sender does not properly complete the transfer to your enrolled CFSB account
- If, through no fault of CFSB or *Zelle*, you do not have enough money in your CFSB account to make the transfer
- If, through no fault of CFSB or *Zelle*, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions to enroll with *Zelle*
- If the Service or your CFSB Mobile app was not working properly and you knew about the malfunction when you initiated the transfer
- If circumstances beyond CFSB's or *Zelle*'s control (such as but not limited to, fire, flood, war, insurrection or act of God) prevent the transfer, despite reasonable precautions that CFSB or *Zelle* have taken
- If CFSB has reason to suspect that the transaction is unauthorized, or CFSB has placed restrictions on the use of the Service or your enrolled CFSB account for security reasons
- If the funds in your CFSB account are frozen (for example, because of a court order) and CFSB is not legally permitted to complete the transfer
- If you have failed to use the Service, your CFSB Mobile app or your enrolled CFSB account in accordance with our instructions
- There may be other instances, either stated in these Terms of Use or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your enrolled CFSB account using the Service on time or in the correct amount.

## 16. Fees

While we do not currently impose fees for using the Service, we reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of the Service.

Your enrolled CFSB account is subject to fees and charges as outlined in the Schedule of Fees in your account agreement. Your internet service provider and/or wireless carrier may impose charges for their services, including data usage or text messaging.

## **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 Terms of Use, which are available at <https://yourlifeyourbank.com/Electronic-Services-Agreement> and incorporated into and made part of this Terms of Use by this reference

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

You may cancel your use of the Service at any time by notifying CFSB of your intent to cancel by calling us at [888-226-5669](tel:888-226-5669) or by logging into your CFSB Mobile app, navigating to the Setting/Preferences menu, selecting the *Zelle* Settings option, and then selecting the Opt-Out link. Canceling your use of the Service means that you will no longer be eligible to send or receive money. At the time you instruct us to cancel your use of the Service, any transfers in process using the Service will be completed to or from your enrolled CFSB account, but no new transfers will be initiated to or from your enrolled CFSB account through the Service.

We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other User or any third-party. We may from time to time make available additional or new features to the Service. Your use of such additional features may require approval by CFSB, at our sole discretion, and additional terms and conditions may apply.

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

We reserve the right, subject to applicable law, to terminate or suspend the Service and your right to use the Service, in whole or in part, at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of these Terms of Use or the rights of CFSB and/or *Zelle*, or if you provide us with false or misleading information or interfere with other Users or the administration of the Service.

The Service may not be available at all times. In the event that CFSB at any time

incurs a problem with your use of the Service, including without limitation a failure in attempting to debit your eligible CFSB account or to collect with respect to any of your transfers using the Service, and without limiting any other right or remedy that CFSB may have under these Terms of Use or otherwise, CFSB reserves the right to suspend or terminate a transfer or your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for CFSB to take in order to protect CFSB from loss. In the event of such a suspension, you may request reinstatement of your use of the Service by contacting CFSB using any of the methods provided for within these Terms of Use. In the event that your Service is terminated, you understand that you may not request reinstatement of your use of the Service. CFSB reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event CFSB agrees to reinstate your use of the Service, CFSB reserves the right to initially reinstate your use of the Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the Service. Based upon your subsequent usage of the Service, CFSB in its sole discretion may thereafter restore your ability to effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect

## **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 TERMS OF USE, 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 Terms of Use, 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 Terms of Use.

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

The provisions of these Terms of Use will be governed by federal law and, to the extent that state law applies, the laws of the state that apply to the account agreement governing your enrolled CFSB account. If a court decides not to enforce a part of these Terms of Use, these Terms of Use will then read as if the unenforceable or invalid part were not there. All provisions in these Terms of Use are subject to any restrictions under applicable law.

## **24. Miscellaneous**

Subject to the terms of this Terms of Use, 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.

