

# Bellco Credit Union

## Master Digital Services Agreement

### **1. Introduction**

This Master Digital Services Agreement (the “Agreement”) governs the use of Bellco’s Digital Services. Digital Services are provided for use solely by members and non-member Account Owners of Bellco. Access to Digital Services is a privilege, not a right. As such, you are required to request access to use the Digital Services.

You are responsible for the actions of any person you authorize to use the Digital Services, and for your failure to secure your User Credentials. Unauthorized usage is strictly prohibited. Any violation of this Agreement, the Account Agreement (as defined below), or our Bylaws may result in the immediate termination of your Digital Services privileges. For example, causing a loss to Bellco, your membership with Bellco not being in good standing, or allowing third parties to access the Digital Services by using your User Credentials and such third person commits, or attempts to commit, an illegal or fraudulent act can result in the immediate termination of your Digital Services privileges.

**PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING “I AGREE” OR USING ANY DIGITAL SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT, AND SUCH CONSENT OR USE WILL CONSTITUTE AN ELECTRONIC SIGNATURE IN ACCORDANCE WITH THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (“E-SIGN ACT”).**

If you have any questions regarding this Agreement, please call 1-800-BELLCO-1.

### **2. Definitions**

<b>Term</b>	<b>Meaning</b>
We, Us, Our, Credit Union, and Bellco	Bellco Credit Union
You or Your	Each Owner of an Account, and all Authorized Representatives on an Account at Bellco entitled to online access.
Account	Each Bellco account(s) on which you are designated as either the primary owner or joint owner. Accounts include Deposit Accounts, loans, credit cards, lines of credit, and other products or accounts you have with us. This definition also includes Business Accounts.

Account Agreement	<p>For Members, the “Important Account Information for Our Members” brochure, as amended from time to time, which was provided to you when you first became a Member.</p> <p>For Business Members, the “Important Account Information for Our Business Members” brochure, as amended from time to time, which was provided to you when you first became a Business Member.</p> <p>You may request a copy at any time. See the Contact Us section at the end of this Agreement.</p>
Authorized Representative	A person authorized by the Owner of an Account, or the Court, to take action or make decisions on behalf of an Owner with respect to an Account. This definition includes any person who may (i) manage or administer an Account, (ii) authorize another person to access an Account, or (iii) be an Authorized User.
Authorized User	A person who has your actual or apparent authority to transact business on your Account(s) through the Digital Services, whether or not that person has signed the signature card or other documentation for your Account(s). We may continue to recognize an Authorized User’s authority until we receive and have a reasonable time to act upon your written modification or revocation of it.
Automated Phone Banking	<p>Automated Phone Banking gives you 24/7 access to your Accounts. By just following a few automated voice prompts, you can check you balance, transfer funds and more.</p> <p>All you need to use Automated Phone Banking is a six digit PIN. If you do not remember your PIN, please stop in to one of our <u>branch locations</u> or call 303-689-7800 (1-800-BELLCO1 outside metro Denver).</p>
Business Account	An Account owned by a Business Member.
Business Day	Every day is a Business Day except Saturdays, Sundays, and federal banking holidays.
Business Member	Any person or entity other than a Member with an Account.
Consumer or Member	A natural person (i.e., not a business or other entity) with an Account used primarily for personal, family or household purposes.
Deposit Accounts	Accounts that are strictly used for deposits, and include Deposit Accounts owned by Business Members. These include savings accounts, checking accounts, and money market accounts. These Accounts do not include loans of any kind.

Digital Services	<p>The term Digital Services includes:</p> <ul style="list-style-type: none"> <li>• Each product or service you may access or enroll in through the Website, including the Mobile Banking Service. Please note, that not every product or service made available through the Digital Services may be available through the Mobile Banking Service.</li> <li>• Actions you take, and instructions you give us, through the Website about opening or maintaining Accounts.</li> </ul> <p>The term Digital Services does not include an Account.</p> <p>Digital Services includes an Electronic Funds Transfer service and you are protected by the Electronic Funds Transfer Act (EFTA) and the Consumer Financial Protection Bureau's (or CFPB's) Regulation E. You are subject to the terms and conditions related to electronic services as described in the Account Agreement.</p>
Eligible Account	An Account eligible for Digital Services.
Fee Schedule	<p>The schedule of fees Bellco can charge on your Accounts based on services you request or activity on your Account. The Fee Schedule is found in our Truth in Savings disclosure, a copy of which can be found online at <a href="https://www.bellco.org">https://www.bellco.org</a>.</p>
Financial Management Software	Quicken®, QuickBooks®, Turbo Tax®, and other software we may identify on the Website.
Master User	The individual assigned by the Business Member to administer user access to its Business Accounts.
Member Account	An Account owned by a Member.
Mobile Banking Service	Each of the products and services you may access through the Service using a Mobile Device. These products and services may be accessed through browser, apps, and text banking, for example. Not all Accounts are accessible through the Mobile Banking Service.
Mobile Device	A cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.
Online Access Process	<p>The term Online Access Process includes:</p> <ul style="list-style-type: none"> <li>• The terms under which you're allowed to access and use the Service via the Website.</li> <li>• The process used to access the Service (including required security procedures) via the Website.</li> <li>• Our right to change, suspend or terminate all or part of the Service, this Agreement, or your access to the Service.</li> </ul>

Owner	Anyone who owns an Eligible Account as indicated in our records. For purposes of this Agreement, Owner shall also include any Authorized Representative of an Owner.
Sub-user	An Authorized User assigned by a Master User to access the Digital Services for a Business Member.
Services	All Bellco Online, Bellco Business Online, or Bellco Mobile online services, plus all the Eligible Accounts and Digital Services you can access via the Website after entering into this Agreement.
User Credentials	Any your username, password or personal identification number (PIN) that we assign to you or you select that is used to access your Accounts and the Digital Services.
Website	<p>The term Website includes:</p> <ul style="list-style-type: none"> <li>• All Bellco Online, Bellco Business Online, and Bellco Mobile online services websites and all other web pages maintained by us and accessible through bellco.org, or through Bellco Mobile downloadable applications for the Mobile Banking Service.</li> <li>• Any other website or web pages you can access only after you, or a person for whom you're acting as an Authorized Representative, enter into this Agreement.</li> </ul> <p>Website does not include any website with its own separate agreement governing online access.</p>

### **3. General Digital Services Terms**

#### **• Hardware and Software Requirements**

If we approve your request to use Digital Services, your hardware (e.g., personal computer, mobile device, or tablet) must be able to access your Accounts through the Website. You are responsible for the installation, maintenance, and operation of any software or hardware necessary to access Digital Services. Bellco will not be responsible for any errors or failures caused by or related to (a) the method by which you access the Internet (e.g., telephone service), (b) any issues with the Internet outside of our control, or (c) for any issues related to your hardware or software. For the current minimum hardware and software requirements, see Addendum A to this Agreement.

#### **• Online Access Process and User Credential Protection**

Access is via the Internet using your User Credentials. **IF YOU ACCESS THE DIGITAL SERVICES USING YOUR MOBILE DEVICE, YOUR CARRIER MAY CHARGE YOU FOR ACCESSING THE INTERNET.** When you login for the first time, you may change your password. You can also change your password any time via the Website. Changing your password

in Digital Services has no effect on the PIN you use for Automated Phone Banking, ATMs, or point-of-sale devices. If you are locked out of Digital Services, please visit one of our convenient branches or contact us as described below.

We identify you by your unique User Credentials or any other reasonable means we deem necessary, including the possible use of challenge questions or multi-factor authentication. Any person who gains access to Digital Services through the use of your User Credentials will be considered an Authorized User. Transactions initiated by any Authorized User will be considered as having been authorized by you. Moreover, any use of your User Credentials shall constitute your legal permission and electronic signature to perform the transaction(s) requested, as permitted by the E-SIGN Act.

You agree that: (1) each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account; (2) we may rely and act on the instructions of any Authorized Representative; (3) all transactions that an Authorized Representative performs on an Eligible Account or Digital Services, including those you did not want or intend, are transactions authorized by you, and you are solely responsible for those transactions; (4) you are solely responsible for supervising all of your Authorized Representatives and monitoring the actions they take on your behalf; (5) you will be responsible for ensuring each Authorized User maintains the confidentiality of his or her username, password or other login identification; (5) each Authorized User will access and use each Eligible Account and Digital Services, in accordance with the authority given to the Authorized User by the delegating Owner or Authorized Representative; and (6) each time the Authorized User accesses, views or transacts on an Eligible Account or Digital Services, you represent and warrant to us that the delegating Owner authorizes the Authorized User's action.

If we get conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of an Authorized User, we may at our sole discretion end the Authorized User's access to the Digital Services, or an Eligible Account.

For Business Members and Business Accounts, the Master User has the authority to create Sub-users. We can rely on the authority granted by a Master User in order to provide Digital Services to such Sub-users. It is the responsibility of the Master User to administer and maintain the Authorized Users of a Business Account. A Business Member must notify us of a change in Master Users. Only one Master User can be assigned to a Business Member, and the Master User will administer all of the Business Accounts of such Business Member.

#### • **Availability**

Digital Services is generally accessible seven days a week, twenty-four hours a day. However, we do not guarantee that the Digital Services will be available when you attempt to use it. If we schedule downtime for maintenance, we will endeavor to post a notice on the Digital Services login screen. We will attempt to post notices in case of unscheduled downtime as well, but circumstances may prevent such notice. We cannot predict when the system will be unavailable due to conditions beyond our control, such as power outages, system failures, fires, floods, natural

disasters, and cyber-attacks. In any case, you agree that we are not liable for any damages you suffer due to the system being unavailable.

- **Digital Services Alerts**

By accepting this Agreement, you consent to receive Digital Services Alerts and recognize that Digital Services Alerts are provided as a courtesy only. **You agree that we are not responsible for any losses you sustain or fees you incur due to your reliance on the Alerts.** Digital Services Alerts are not provided as a real-time mechanism to aid you in maintaining your account or your account balances. Any fees incurred as a result of solely relying upon these alerts are the responsibility of the Account Owner. You agree to receive Digital Services Alerts using the contact method(s) you select in Digital Services (e.g., mobile phone, email, etc.). You have the option of discontinuing any alerts you create for yourself. You will still receive alerts from the system as part of our system protocols and notices.

- **Protecting Your Account**

Protect Your User Credentials – The User Credentials used to gain access to Digital Services should be kept confidential; this includes any access methods used by you, such as fingerprints or facial recognition. For your protection, we recommend that you change your password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping all of your personal information, including your password, account numbers, and other account data, confidential. Any person that uses your User Credentials to access the Digital Services will be considered an Authorized User.

- **Notification of Unauthorized Transactions**

If you believe your User Credentials have been compromised, you agree to notify us immediately. You also agree to notify us immediately if you suspect someone has accessed your Account without permission, if you suspect someone may access your Account without your permission, or if you suspect any type of fraudulent activity on your Account. The timing of your notice may impact the amount of your liability to Bellco. Please refer to your Account Agreement for more details.

- **Transactions**

Transactions performed via Digital Services will be reflected on your periodic statement. You agree to review your periodic statements on a regular basis and promptly notify us of any unauthorized transactions or errors you discover. Transactions initiated by an Authorized User will be considered as having been authorized by you.

Refer to your Account Agreement for limits of liability and notifications requirements related to any unauthorized transactions or errors in your periodic statement.

- **Linked Accounts (Jointly Owned Accounts)**

If you are a joint owner on an Account and that jointly-owned Account is activated for Digital Services, you will see it along with your primary account in your Digital Services session.

You are responsible for any action taken or transfer performed on linked accounts initiated by you or any Authorized User.

For Business Accounts, if multiple Business Accounts are linked together, any Authorized User of these Accounts may transact and view information on these Accounts. If Business Accounts are linked to Member Accounts, any Authorized User may also transact and view information on both the Business Accounts and the Member Accounts as authorized by the Master User. Therefore, it is your responsibility to manager to whom you give access, and which accounts are linked together.

- **Fees**

You agree to pay all fees and charges as described in this Agreement, on our website, in the Account Agreement or in our Fee Schedule. You authorize us to withdraw said fees or charges from any of your Accounts. As stated in the Account Agreement, the Fee Schedule may change at any time.

- **Account Access Monthly Fee**

At this time, there is no monthly fee for Account access through Digital Services. If we impose a fee in the future, we will notify you of such fee in advance. We may notify you by any method permitted to us, including posting the notice on the login screen for Digital Services. Your continued use of the Digital Services after we have posted such notice will be considered your consent to the fee.

- **Other Fees**

Other fees and charges may be applied to your Account. Such fees may include, but are not limited to, stop payment fees, photocopy fees, research fees, etc., as described in the Account Agreement or in the Fee Schedule.

- **Liability**

Our liability is explained in this Agreement and in the Account Agreement. You agree that we will not be responsible for any actions taken or transactions initiated by an Authorized User, and that we may rely on any instructions and information provided through the Digital Services by you or any Authorized User. You agree that we are not liable for any losses you sustain or fees incurred based on your reliance on Digital Services Alerts, and you acknowledge that access to Digital Services is not guaranteed.

If we suspect, in our sole and absolute discretion, fraudulent or improper activity, we will not be obligated to honor, in whole or in part, any transaction or instruction that you or an Authorized

User initiates using Digital Services. We may also suspend your Digital Services privileges while we investigate any suspected fraudulent or improper activity.

You agree that Bellco, its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers are not liable for any consequential damages, indirect damages, incidental damages, special damages, or punitive damages, even if these damages occur in an action under contract, or for negligence or any other theory, arising out of, or in connection with, this Agreement, your use of the Digital Services (including any Authorized User), or the unavailability of the Digital Services.

#### · **Indemnification**

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account (e.g., the Account Agreement), you agree to indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with your Account(s), the use of Digital Services, or any service provided through Digital Services (e.g., the Bill Payment Service), by you or an Authorized User.

#### · **Termination**

Use of the Digital Services is a privilege, and not a right. We may terminate this Agreement and/or your access to Digital Services, in whole or in part, at any time and for any reason. Your membership with Bellco must be in good standing at all times. We may withhold access privileges to you should your membership standing change, including your default on any loans to us or the overdrawing of your accounts.

Upon your termination of this Agreement or your membership with Bellco, all access to your Account via Digital Services will be deactivated.

If you agreed to receive eStatements, you are responsible for retrieving any archived eStatements before terminating access. If you terminate this Agreement and fail to print out your eStatements, Bellco will provide you, upon your request, with printed copies for a fee.

#### · **Changes**

We may change the terms of this Agreement from time to time. Changes will be made in accordance to the laws, rules, and regulations governing our operation. Your continued use of the Digital Services after we have notified you of any such changes will be considered your consent to such changes. If you do not agree with our changes, you are free to discontinue using the Digital Services.

Annually, or at other times we deem necessary, we will require you to reaffirm this Agreement. Use of the Digital Services at any time is your consent to the terms and conditions included in the current version of this Agreement.

The current version of this document will be available on our website at <https://www.bellco.org>.

· **Privacy**

For Members, please refer to Bellco's Privacy Notice for information about what information we gather, and with whom we share your information. The current version of the Privacy Notice is available on our website at <https://www.bellco.org>. For Business Members, please refer to your Account Agreement for information regarding privacy and the sharing of information with third parties.

Please review Addendum D for Bellco's Online Privacy Policy.

## **4. Digital Services Functionality**

We continually add, modify, and eliminate functionality of the Digital Services. These changes are determined by our needs and the needs of the Digital Services users. You agree that we may add, modify, or eliminate the functionality provided through Digital Services at any time and without advance notice to you. Your only remedy for the addition, modification or elimination of any functionality is to cease using Digital Services. We will not be liable in any way for the addition, modification or elimination of any functionality in Digital Services.

### **A. eStatements, Tax Forms and Other Disclosures**

Bellco provides an electronic version of your periodic statement accessible through Digital Services in addition to printed statements that you may receive in the mail. If you have access to Digital Services, the eStatements associated with your Accounts are available automatically. For Members, if you want to stop receiving paper statements by mail, you may make this selection when accessing your online accounts. For Business Member, the Master User, or any Sub-user with authority, can select to only receive eStatements. If, after you discontinue receiving paper statements, you would like to receive paper statements in the future, the Authorized User with such authority can make that selection when accessing the online accounts as well.

We maintain at least six months of eStatements online. To guarantee long-term storage of your eStatements, please download or print your eStatements on a regular basis.

Bellco will also make your tax forms available through Digital Services, as well as other notices and disclosures you agree to receive using Digital Services.

· **Bill Payment**

Please refer to the Terms and Condition of the Bill Pay Service in Addendum B below. This service is managed by an outside vendor, and the Terms and Conditions in the addendum control.

## **Mobile Banking**

Mobile Banking refers generally to any service allowing an existing Bellco member to access and view any account(s) linked to their Authorized User profile from a cell phone or handheld device (collectively, “mobile device”). The Mobile Banking service allows you to view balances and track recent account activity for your account(s) from your mobile device and receive alerts for which you have subscribed. From time to time, Bellco may develop additional Mobile Banking services. As such services are developed, you will have the opportunity to add them to your Mobile Banking service, provided you have compatible wireless hardware and software.

Mobile Banking is provided to you by Bellco Credit Union. You agree that when you use Mobile Banking services, you will remain subject to the terms and conditions of all existing agreements with us. You may be required to agree to additional terms and conditions on the Bellco mobile banking application installed on your mobile device (the “Bellco App”). If there are any conflicts between the terms and conditions contained herein and those contained in the Bellco App, the terms and conditions in the Bellco App will prevail.

You acknowledge that certain wireless service providers and/or wireless carriers may assess fees, limitations, and/or restrictions that might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with Mobile Banking, including downloading the software, receiving or sending data, or other use of your wireless device when using the software or other products and services provided by Mobile Banking). You expressly agree that you are responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Bellco, including account servicing and collection purposes.

Bellco may at any time request the following from you in relation to your mobile or Digital Services activities: implementation of alternative risk control mechanisms, or contact authorities when suspicious account activity or member security-related events occur.

Access to and use of Mobile Banking is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of Mobile Banking or information accessed via the Mobile Banking service is strictly prohibited. We may discontinue your use of Mobile Banking at any time.

Touch ID®, Face ID® and Fingerprint Sign In Authentication, in conjunction with your username, are optional authentication methods offered by Bellco to access Mobile Banking. You can turn this feature on or off by checking or un-checking the “Enable Quick Login” checkbox on the Mobile Banking Login screen. You will also be required to enter a PIN when enrolling for Quick Login. Fingerprints and facial recognition information are stored on your device only. Bellco never sees this information and does not store this information. You acknowledge that by enabling the Quick Login functionality and using the “Remember username” functionality, anyone who has a fingerprint or face data stored on your device will have access to your personal

and payment account information on Mobile Banking. Bellco reserves the right to suspend or disable this feature at any time. Touch ID®, Face ID® and Fingerprint Sign In Authentication can only be associated with one Mobile Banking User ID at a time on a device. If you believe someone has gained unauthorized access to your account or your password has been stolen, contact us immediately. As technology progresses, Bellco may offer other access methods for Mobile Banking. You agree that you will control how individuals access your mobile device and gain access to Mobile Banking. Anyone that accesses Mobile Banking using your access method will be considered an Authorized User.

You represent that you are the legal owner or Authorized User of the account and other financial information, which may be accessed via Mobile Banking. You represent and agree that all information you provide us in connection with Mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking services. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up-to-date, and accurate.

Touch ID™ is a Trademark of Apple, Inc.

### • **My Deposit**

Please refer to the Terms and Condition of the My Deposit Service in Addendum C below. This service is managed by an outside vendor, and the Terms and Conditions in the addendum control.

### • **Internal Funds Transfers**

You will be allowed to transfer funds between your Bellco Deposit Accounts.

### • **Other Banking Services**

Bellco will also offer other banking services through its Digital Services. For example, Members will be able to do the following through Digital Services:

- View account and transactional information on your Accounts
- Open accounts
- Order a debit card
- Provide us with travel notifications
- Renew Certificates of Deposit
- Request a wire transfer
- Send us messages
- Setup a budget

For Business Members, Digital Services will also provide additional functionality, such as:

- Administration of Authorized Users and Roles

- Request Account Sweep Transfers
- Update Contact Information

As with all Digital Services, you agree that we can rely on any instructions provided or requests made through the Digital Services by Authorized Users and we are not liable for any actions taken in accordance with these instructions or requests.

### • **Credit Card Services**

For Members, if you have a Bellco consumer credit card account, you will be able to see account and transactional information related to your credit card. This information does not take the place of the periodic statement we provide you. You should still review your periodic statement regularly, and notify us of any unauthorized transactions or other issues you may discover on your periodic statements. You will also be able to request a Balance Transfer or Cash Advance from your credit card account, and such Cash Advance will be deposited into one of your Bellco transactional Accounts. Any fees related to your credit card account, including any fees for a Balance Transfer or Cash Advance, will apply to the transactions conducted through Digital Services.

### • **Zelle and Other Payment Services**

Please refer to the Terms and Condition of the Zelle and Other Payment Services in Addendum E below. This service is managed by an outside vendor, and the Terms and Conditions in the addendum control.

### • **Other Third Party Services**

The Digital Services may allow you to access services being provided outside of the Website. These services are managed by third parties. Please refer to the terms and condition of those services for additional information. **YOU AGREE THAT BELLCO IS NOT LIABLE FOR ANY SERVICES BEING PROVIDED BY THIRD PARTIES OUTSIDE OF THIS WEBSITE, AND YOU WILL LOOK SOLELY TO THOSE THIRD PARTY SERVICE PROVIDERS WITH REGARDS TO ANY ISSUES YOU MAY HAVE WITH THOSE SERVICES.**

## **5. Miscellaneous Terms**

### **B. Applicable Law**

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Colorado regardless of your location. You agree that you are accessing services located in Colorado.

## **Relationship between Agreements**

The terms of this Agreement (including all of the addendums to this Agreement) are in addition to and supplement all other agreements, terms, conditions, disclosures and fee schedules provided to you separately for your Accounts; which continue to govern any service, product or term not covered in this Agreement. If there is any conflicting information between the terms in this Agreement and your Account Agreement, the terms of the Account Agreement will apply. If there is any conflicting information between the terms in this Agreement and any addendum, the terms of the addendum will apply.

## **Disclaimer of Warranties**

To the fullest extent permitted by law, we make no warranties of any kind regarding the Digital Services, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, availability, or non-infringement.

We do not warrant that the Digital Service will be uninterrupted or error free, that defects will be corrected, or that the Digital Service are free of viruses or other harmful components.

## **Intellectual Property and Other Proprietary Rights**

Other than your personal account information, all content included or available on Digital Services is the property of Bellco and/or third parties, and is protected by federal copyright laws and international treaties in addition to other state and federal intellectual property laws (collectively, the “Site Materials”).

The trademarks, logos, and service marks displayed on Digital Services (collectively, the “Trademarks”) are the registered and unregistered trademarks of Bellco, or third parties. You may not use, copy, alter, modify, or change these Trademarks or copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site Materials for any commercial or public purpose. Bellco does not grant (by implication or otherwise) any license or right to use any Trademarks or Site Materials without the express written permission of Bellco, or the third party that has rights to such Trademarks or Site Materials.

## **6. Contact Us**

### **C. Phone**

You may contact us by phone by calling 1-800-BELLCO-1 or (303) 689-7800 during business hours.

### **General Mail**

You may contact us by mail at the following address:

Bellco Credit Union  
PO Box 6611  
Greenwood Village, CO 80155-6611

## **Update Personal Information**

In the event you plan to move or perhaps your contact information has changed, you can easily update your information through one of the following convenient methods:

1. **Online Using Digital Services:** For Members only, simply login to Digital Services and select the “Settings” option from the profile menu. Select the “Contact” tab. Update your information accordingly and follow verification steps. For Business Members, you must access the “Update your Contact Information” widget to submit a request to change your information.
2. **Contact Us Directly:** Call us toll free at 1-800-BELLCO-1 during business hours. You will be asked a number of questions for security reasons and verification purposes.
3. **Visit** any one of our convenient branch locations.

## **Addendum A**

### **Minimum Hardware and Software Requirements**

#### **Hardware:**

Any computer with access to the Internet – Additional hardware and software may be needed for specialized products (e.g., remote check scanning)

#### **Software:**

The versions listed below for the following browsers are supported:

- Google Chrome: Latest 2 versions
- Firefox: Latest 2 versions
- Internet Explorer: v11
- Microsoft Edge: Latest 2 versions
- Safari: Last 2 major versions
- IOS: Last 2 major versions
- Android: v5.0 and above.

#### **Supported Devices:**

The following operating systems (including mobile devices and tablets) are supported:

- Windows: versions that are still supported by Microsoft and support a browser listed above.
- OSX: versions that are still supported by Apple and support a browser listed above.
- Android: v5.0 and above
- IOS: The last 2 major releases

## **Addendum B**

### **BELLCO CREDIT UNION** **TELEPHONE AND INTERNET BILL PAYMENT EFT AGREEMENT** **FOR CONSUMER/BUSINESS ACCOUNTS**

This agreement is subject to the terms of the Master Digital Services Agreement (the “Master Agreement”), and any terms not defined herein will have the same meaning as in the Master Agreement, including the term Fee Schedule. In this agreement the words “you” and “your” mean the member(s) of the Credit Union. The words “us”, “we”, “Bellco”, and “our” mean Bellco Credit Union. The word “Vendor” means the company we contract with to provide the telephone and internet bill paying services. The words “Service” and “Services” mean the on-line bill paying service offered by Bellco and serviced by the Vendor.

1. **PURPOSE OF THIS AGREEMENT:** This agreement governs your use of certain electronic transfer services which we make available to you and defines your and our responsibilities with respect to electronic funds transfers. You understand that the agreements and rules and regulations applicable to your Savings, Checking, Line of Credit accounts and any other account remain in effect and continue to be applicable except as specifically modified by this agreement.
2. **APPLICATION OF THIS AGREEMENT:** This agreement applies to the electronic funds transfer described below. Generally, an electronic funds transfer is a transfer of funds, other than by check or other paper instrument, which is performed through use of a telephone, a computer, magnetic tape or other electronic means. The electronic funds transfers which are covered by this agreement are payments from your checking account to third parties, which you initiate using a touch-tone telephone or a computer. These payments will be transferred from your checking account. This service may also utilize checks if the third party payee does not have a relationship with the Vendor in order to transmit funds electronically.
3. **LIMITATIONS ON SERVICE:** You may use the Service to make payments from your checking account to any third party on your authorized list. Bellco may from time to time limit the total number or amount of transactions you may perform on your account. Please contact us for a list of such limits. You may make payments up to the amount of the actual balance in your checking account, or the limits prescribed by us. If you have a line of credit or deposit account designated as an overdraft draw account, you can make additional payments up to the amount of your available line of credit or account balance, as applicable, and subject to any established limits. You may not use the Service to: make payments in an amount that exceeds your single transaction and daily limits; request any payment if you know or are informed that the Service is malfunctioning or not operating; request a payment from your checking account if the payment would overdraw the account or, if the account is maintained in connection with an unsecured line of credit or deposit account designated as an overdraft draw account, would exceed the credit limit of that line or account balance, as applicable. If you attempt to make a payment for which you have insufficient funds, you may be charged an NSF fee as outlined in the Fee Schedule.

4. **TIMING OF PAYMENTS; APPLICATION OF PAYMENTS:** Payments which you initiate by using the Service will normally be debited from your account on the date the payment is sent to the payee, and not the date the payment is negotiated by the payee. Payments to third parties will normally be received by the payee 1 – 3 business days after you send the payment. However, allowance for mail delays must be made for any third party whom the bill payment Vendor is not able to pay electronically, and sends a check. In general, payments to third parties will be made in about the same length of time that it would take if you were to mail a check directly to them. Neither Bellco nor the bill payment Vendor guarantee the time any payment you initiate will be credited to your account with a third party. Any late payment penalties such as interest, late charges, etc. are your responsibility. Multiple payment requests scheduled to be sent on the same day will be processed in a random order, until no more funds are available in your account(s) or insufficient funds are available to make the remaining payments scheduled for that day.
5. **INFORMATION DISCLOSURE:** We will disclose information to third parties about your account or the transactions you make: (a) Where it is necessary for completing transactions, or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (c) in order to comply with government agency or court orders, subpoenas and other legal documents, or (d) in order to offer you additional products or services, or (e) if you give us your permission.
6. **PERIODIC STATEMENTS; ALERTS:** You will receive a monthly statement of account covering each account which may be accessed by an electronic funds transfer. You will receive an alert via email when your payment request is processed or rejected. In order to receive these alerts, you must maintain a valid email account at all times, and provide us with that account address.
7. **YOUR RIGHT TO STOP A PAYMENT AND HOW TO DO SO:** If you have used the Service to make a payment, you may be able to stop the payment. A stop payment fee will be assessed for all stop payments. We also consider any stale dated checks to be a stop payment; therefore a stop payment fee will also be assessed for stale dated checks. Please refer to the Fee Schedule for the amount of the fee. You can stop a pending payment over the Internet by going to the pending payment screen, selecting the payment to be stopped and selecting Delete Payment at least 24 hours prior to when the payment is scheduled to be sent (if the payment is scheduled to go out in less than 24 hours, you should call Bellco). In general payments made by an electronic transfer of funds, once issued, cannot be stopped. If the payment has been sent out to the third party, you can attempt to stop the payment over the phone. Call Bellco at 303-689-7800 or 1-800-BELLCO1 (235-5261). You can then speak to a telephone representative who will attempt to stop the payment as long as you have not exceeded acceptable time limits. You will be required to provide your name, account number, the payee, and the confirmation code of the transaction you would like to stop. If the payment has already been processed, you may still ask the bill payment Vendor to try to stop the payment and you will be charged a stop payment fee. There is no guarantee that the payment will be stopped at this point. Neither Bellco nor the bill payment Vendor will be responsible for any losses or claims that arise from our attempt to comply with your stop payment request.

8. **LOST OR STOLEN ACCOUNT ID OR SECURITY CODE, OR UNAUTHORIZED TRANSACTIONS:** If you believe that someone has learned your account information and has transferred or may transfer money from your account without your permission, call us at:

Member Services (M-F, 8-5)  
303-689-7800  
1-800-BELLCO1 (235-5261)

or write us at:

Bellco Credit Union  
P.O. Box 6611  
Greenwood Village, CO 80155-6611

9. **UNAUTHORIZED TRANSACTIONS: Tell us AT ONCE** if you believe your account information has been lost, stolen or discovered by an unauthorized person. Telephoning is the best way of keeping your possible losses down.
10. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:** In case of errors or questions about any bill payment service transaction or other electronic transfer initiated from your deposit account(s) under the Services, contact us immediately. Please call: (303) 689-7800 or 1-800-BELLCO1, fax us at (303) 680-7942 or send a message via the Answer Center by clicking on the “Send a Message” graphic in the left navigation of Bellco Online Banking. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
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.
  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. For consumer accounts only, if we ask you to put your complaint or question in writing and we do not receive it within 10 days, we may not provide you with provisional credit. Business accounts will not receive provisional credit while we investigate your alleged error.

11. **BUSINESS DAY DISCLOSURE:** Our business days are Monday through Friday 8:00 A.M. to 5:00 P.M., Mountain Time, excluding holidays. Please note that the date stamp in all audit records for bill pay data reflect Central Time unless otherwise noted.

**12. LIMITATION OF OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS:** We will not be liable for transactions not properly completed on time or for the correct amount as a result of but not limited to the following reasons:

1. if, through no fault of ours, you do not have funds available in your account to make the transfer;
2. circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
3. your account is frozen because of a court order or similar reason;
4. the transaction would exceed your Line of Credit or balance of your deposit overdraft draw account, as applicable; or
5. your login credentials have been reported lost or stolen and we have blocked the account.

**13. FAILED OR RETURNED TRANSACTIONS:** In using the Service, you are requesting the Service to make payments for you from your account. If we are unable to complete the transaction for any reason associated with your account (for example, you provide us with an incorrect account number or address), the transaction will not be completed, and the item will be returned. In some instances, you will receive a return notice from the Service. In cases of returned items, you agree that you will pay any fees assessed by Bellco for processing the returned item. Please refer to the Fee Schedule for the amount of the return item fee.

By enrolling for and using the Service, you agree that Bellco has the right to collect funds from all of your deposit accounts to recover funds for all payments that have been requested to be paid by you and your authorized user; this includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

**14. TERMINATION OR AMENDMENT:** We may terminate your right to make electronic funds transfers at any time or amend the terms of this agreement or cancel this agreement or the electronic funds transfer services. Amendments to this agreement will be effective when indicated and will be posted in our offices and/or communicated to you as agreed.

If your bill payment account is inactive for a period of 60 consecutive days, it will be automatically deactivate. Upon deactivation or termination of the bill payment service, all online bill payment history and configuration information will be destroyed for your protection. If you choose to activate or reactivate your bill payment account, you will be solely responsible for setting up payees.

Upon your termination of this agreement or your membership with Bellco, all access to your bill payment account will be deactivated. Any pending bill payments will be cancelled. Bill payments that have been processed prior to termination will still be sent to your payee, and you are obligated to provide us with sufficient funds to cover such payments.

15. **FEES AND CHARGES:** Fees may be assessed for certain services or situations, as mentioned herein. Please refer to the Fee Schedule for the amount of these fees. For example, in accordance with paragraph 13 of this agreement, in some instances, there is a fee for returned items. As another example, in accordance with paragraph 7, in some instances, there is a fee for stop payments or stale dated checks. We reserve the right to increase these charges and institute other charges in the future.
16. **AGREEMENT CONTROLS:** Both you and we will be bound by this agreement. If there is a conflict between this agreement and something said by one of our employees, you agree that this agreement controls.
17. **PERMISSIBLE USE:** Bellco may from time to time limit permissible Electronic Funds Transfers (EFT's). In any case, EFT's may only be used for transactions permitted by law. You agree that illegal use of EFT's will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the discretion of Bellco. You further agree, should you or any Authorized User, conduct illegal activity through the use of an EFT, to waive the right to sue Bellco for such illegal activity or, activity directly or indirectly related to it. You also agree to indemnify and hold Bellco harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal activity.
18. **APPLICABLE LAW:** Except as governed by federal law, this agreement shall be construed and governed in accordance with the laws of the State of Colorado. Neither your failure nor our failure to enforce at any time or for any period of time any provision of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.
19. **COPY RECEIVED:** You acknowledge that you have the right to download a copy of this agreement at any time, or request a copy from us. If received online: You may print a copy of this agreement for your records or you can receive a printed copy by calling us at telephone 1-800-BELLCO1 (235-5261) or write us at P.O. Box 6611, Greenwood Village, CO 50155-6611. You may also retain a copy of this agreement by saving it to a file on your personal computer. In order to save and view this agreement, you will need software that will allow you to copy it into a format that you can keep. To print this agreement you will need a printer and to save it you will need a storage device such as a disk drive or tape drive. It is your responsibility to maintain the necessary hardware and software that will enable you to print or save this agreement for your records. You hereby consent to receiving this agreement electronically.
20. **ACCEPTANCE:** Your use of this Service constitutes your acceptance of the terms and conditions of this agreement.

## Addendum C

### BELLCO CREDIT UNION CO-OP MY DEPOSIT SERVICE TERMS AND CONDITIONS FOR CONSUMER/BUSINESS ACCOUNTS

This agreement is subject to the terms of the Master Digital Services Agreement (the "Master Agreement"), and any terms not defined herein will have the same meaning as in the Master Agreement. "You," "Your," "User," and other similar terms refer to the Person enrolling in the Service and anyone else authorized by that Person to exercise control over the deposit of checks to that member's account(s) held at a Financial Institution through the Service. "Service" refers to the CO-OP My Deposit Service. "Person" refers to an individual, sole-proprietorship, corporation, limited liability company, limited partnership, general partnership or other legal entity. Where the context indicates a reference to the operator of the Service, the term "Service" also means CO-OP Financial Services and third parties providing the Service. "We" means CO-OP Financial Services and third parties providing the Service. "Financial Institution" means Bellco Credit Union. By using the Service or clicking the electronic "acceptance" of the Digital Services Agreement, you and any joint owners on your accounts connected to the Service and authorized users, jointly and severally, agree to these Terms and any changes hereto.

1. **GENERAL:** The CO-OP My Deposit Service ("Service") is a remote check deposit and clearing service whereby you can log on to the CO-OP My Deposit website by clicking on a link located at your Financial Institution's website and, by using a device of your choice that will satisfactorily acquire check images ("Device"), scan paper checks to create a check image that is sent electronically to your Financial Institution for deposit to your account. Once the check images have been successfully received and processed, the funds from the checks electronically deposited will be available for withdrawal by you as provided in your Financial Institution's Funds Availability Policy. Funds deposited using this method will not be available until the funds are actually received by the Financial Institution. If the Financial Institution provides you with provisional credit, the Financial Institution shall have the right to withdraw any provisional credit provided for which they did not receive final funds.
2. **PROCEDURE TO USE THE SERVICE:** You can enroll in the Service by completing the following steps: (a) Accept these Terms by accepting the terms of the Master Agreement; (b) At the enrollment page enter your name as it appears on the account(s) to be linked to the Service, the accurate account number(s) for these accounts; and (c) one accurate email address. You will receive an email from the Service with a confirmation code if your enrollment is approved. All enrollments are subject to your Financial Institution's approval. Upon receiving a confirmation code, you can log in at the website by entering the confirmation code, your name, and other identifying information requested. Upon verifying accuracy, you will be asked to establish a password and take other security steps. To make a deposit, you must enter your account number/member number and password, and follow the deposit processing procedures given.

3. **OWNERSHIP:** CO-OP Financial Services is the owner or licensee of all right, title and interest in and to the CO-OP My Deposit Service and the proprietary technology used to operate the Service including, but not limited to, any accompanying User documentation, and all subsequent copies, updates or versions of the Service and documentation, regardless of the media or form in which they may exist. You may not use the Service unless you have first accepted these Terms.
4. **LICENSE AND TERMINATION:** Subject to these Terms and payment of any applicable fees for using the Service as disclosed by your Financial Institution in its fee schedule, you are hereby granted a personal, nonexclusive, nontransferable license to access and use the Service in accordance with these Terms for the sole purpose of enabling you to use and conduct authorized transactions through the Service. All rights not expressly granted to you by these Terms are hereby reserved by CO-OP Financial Services. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service. This license and your access to the Service may be terminated at any time, for any reason or for no reason, by you or the Service or your Financial Institution upon written notice. Notwithstanding any such notice of termination, this agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this agreement, (i) You will immediately cease using the Service and, as applicable, you will instruct your employees to immediately cease using this service, and (ii) You shall promptly remit all unpaid monies due under these Terms. Access to the Service that is not paid for or otherwise not permitted is in strict violation of these Terms. The Service is not required to give you advance notice of termination of the license. Your access to the Service may be terminated if you do not use the Service for a reasonable period of time. If you provide the Service with notice of termination, termination may be effective immediately or when the Service has a reasonable opportunity to act on your notice. Unless prohibited by law, you will be responsible for all transactions conducted using the Service under your username and password or other authenticating information until your access to the Service has been effectively terminated.
5. **MODIFICATION OF SERVICE AND TERMS:** The Service and these Terms may be modified, changed or discontinued at any time without prior notice. You agree that continued use of the Service constitutes your agreement to the change or modification.
6. **USER'S WARRANTIES:** In using the Service you warrant that (a) you are at least 18 years of age and if you represent or are employed by a Person that you are authorized by that Person to use the Service and access that Person's accounts; (b) you will provide when you enroll, and maintain by updates as you use the Service, accurate, current and complete information about yourself and, if requested, all other authorized users of the Service; (c) you will only enroll for the Service for yourself and not for any other person; (d) unless approved otherwise by the Financial Institution, accounts linked to the Service are consumer accounts used for consumer purposes only and not business purposes; (e) you will not reproduce, decompile, reverse engineer, disassemble to derive the source code of, modify, unbundle, make verbal or media translations or create derivative works of the Service. If you provide inaccurate, incomplete or untruthful information or the Service reasonably suspects the information you have provided is inaccurate, incomplete or untruthful your Services may be suspended or terminated without notice at the Service's

discretion. In addition with each check image transmitted you warrant that (a) only cash items drawn on financial institutions within the United States, excluding its territories, are being deposited; (b) no foreign items are being deposited; (c) you are not depositing a check that has previously been deposited whether via the Service or at an ATM or at another location and no duplicate files or items are being deposited; (d) the original check will not be deposited; (e) all items are made payable to you, all signatures on each check are authentic and authorized and that each check has not been altered; (f) each check image being deposited is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image and the check image contains all endorsements from the original check; (g) each check image being deposited contains a record of all MICR line information required for a Substitute Check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a Substitute Check (as defined in Regulation CC) created from that check image; (h) you have complied with all rules, regulations and laws concerning the deposit; (i) your Financial Institution and the Service will not sustain a loss as a result of your deposit of a check image; (j) you are not using the Service as a conduit for money laundering or other illicit purposes; (k) there is no pending or outstanding order or judgment and there is no law or regulation that would prohibit the deposit or the transaction relating to the deposit; (l) you are not a national of a designated blocked country or "Specially Designated Nations," "Blocked Entity" or have any other designation or otherwise blocked as defined by the United States Office of Foreign Assets Control.

**7. CONDITIONS FOR USING THE SERVICE:**

- a) If your check image cannot be processed your deposit will be rejected. Neither the Service nor your Financial Institution will be responsible for unacceptable or rejected check images. The Service or your Financial Institution may, but is not required, to review the check images deposited and your Financial Institution's or Service's failure to do so shall not serve as a waiver or release of you from any liability hereunder.
- b) When you use the Service to make a deposit, you will print a receipt of the deposit for your records. The receipt is not confirmation that the check image deposit was received and processed or credited to your account. You can confirm that your check image was processed and successfully deposited by checking your account balance or contacting your Financial Institution, or reviewing your statement from your Financial Institution.
- c) You understand and agree that check image acquiring equipment ("Device") is like any other piece of hardware and may become inoperable over time with regular usage and may require maintenance. You are solely responsible for determining whether your Device is operable, its maintenance and replacing your Device at your cost, when it becomes inoperable. You are solely responsible for the cost of the Internet service used to access the Service.
- d) You will cooperate with your Financial Institution should your Financial Institution need assistance in balancing transactions or such items will be placed in suspense pending resolution.

- e) Image quality must conform to all the generally applicable industry standards, such as the industry standard x9.37 image quality requirements, as adopted by the Federal Reserve Bank.
- f) All items deposited must be Conforming Items. Conforming Items are negotiable checks payable in US funds, are not postdated or stale dated, are properly signed, **are properly endorsed with the restrictive endorsement “For Deposit Only at Belco Credit Union”**, and represent funds due to account holder. Items that are not Conforming Items will not be accepted for deposit. You agree not to deposit third party checks or checks made out to multiple payees (i.e., checks not made out to you as the sole payee).
- g) Your Financial Institution or the Service may reject any check image for any reason in its sole discretion. The Service and your Financial Institution are not liable for and deposits will not be made with respect to (i) images not received, (ii) images that are dropped during transmission or that do not meet the aforementioned image quality standards or that do not scan properly; (iii) alterations made to images after transmission; or (iv) items that are not Conforming Items.
- h) Your Financial Institution, in its sole discretion, may set deposit limits as to the number of check images that may be transmitted during a specified time period and/or the dollar amount of items deposited. Please contact your Financial Institution for a list of such limits. All inquiries about deposit limits as it relates to your account will be directed to your financial institution. The Service has no responsibility concerning limitations on deposits or notice to you about same.
- i) Your Financial Institution may suspend your access to the Service at its discretion and without advance notice to you. If Services are suspended, contact your Financial Institution for assistance. Your access to the Service may be immediately suspended at any time without notice to you if the Service or your Financial Institution believes fraudulent activity is or has occurred or that you have violated or are in violation of any law or these Terms or that suspension is necessary in order to protect the Service or your Financial Institution from harm or compromise of integrity, security, reputation, or operation.
- j) The Service or your Financial Institution shall determine, in its sole discretion, the manner in which items are cleared or presented for payment. You agree to be bound by all clearinghouse agreements, operating circulars, image exchange agreements and other documents to which your Financial Institution is a party that govern check image presentment and clearing.
- k) You will comply with all federal and state laws, rules and regulations applicable to banking transactions. You will not engage in any conduct that would violate the CO-OP Financial Services' or your Financial Institution's or any third party's rights in the Service.
- l) You will retain the original of each check scanned for a minimum of 60 days.

- m) Originals shall be securely stored prior to shredding. All checks will be destroyed by shredding no later than 90 days after scanning.
- n) Any returned items, such as an item dishonored, will be an image of the original check or a substitute check. Fees for returned items are stated in your Financial Institution's fee schedule which has been previously provided to you and by using the Service you acknowledge receipt of the most current fee schedule from your Financial Institution.
- o) In the event the Service is inoperable, or you are unable to access the Service, or your use of the Service has been suspended or terminated, you agree to take the original checks to a designated depository or an office of your Financial Institution to physically deposit the checks.
- p) You agree to notify your Financial Institution of any errors, omissions, or interruptions in, or delay or unavailability of the Service.
- q) Neither the Service nor your Financial Institution will be liable for any delays in the transmission of check images or resulting from any failure in or inoperability of the Service.
- r) You agree that the aggregate amount of any items which are deposited more than once will be debited from your account and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited from any other deposit accounts you have at your Financial Institution in its sole discretion.
- s) You assume all liability to the drawer of any item imaged using the Service or liability arising from the Financial Institution's printing of any Substitute Check from those images.
- t) You, and not the Financial Institution or the Service, performs the function of converting an original check to a Substitute Check so you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Financial Institution and Truncating Financial Institution, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a Substitute Check that clearly and accurately represents the information on the front and back of the original check. Your Financial Institution, the Service or its agents may, but shall have no obligation, to screen items or Substitute Checks for legal compliance.
- u) You are responsible for your own activities and all activities of your authorized users including your employees, agents and representatives in connection with their use of the Service.
- v) If you do not use the Service for six consecutive months, you will be required to accept these Terms prior to using the Service. In addition, you may be required at any time to confirm your acceptance of these Terms prior to using the Service.

8. **ADDITIONAL TERMS APPLICABLE TO BUSINESS ACCOUNTS:** If you are using the Service to deposit items into a business account, you agree to notify Financial Institution of the following: (a) any change in a representation or statement made or furnished by you or on your behalf in your application; (b) if a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (c) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) if you are a sole proprietorship, the owner dies; (h) if you are a partnership, any general or managing partner dies; (i) if you are a corporation, any principal officer or 10.00% or more of the shareholders die; (j) If you are a limited liability company, any managing member dies; (k) if you are any other form of business entity, (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (l) If there is any change in the authorized signers for any account(s); (m) any creditor tries to take any of your property on or in which Financial Institution has a lien or security interest, including a garnishment of any of your Financial Institution accounts; (n) a judgment or judgments is entered against you that is not satisfied within thirty (30) days or stayed pending appeal; (o) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (p) an adverse change occurs in your financial condition or applicable credit histories; or (q) you are in default under any agreement for borrowed money or any other material contract. You agree to provide Financial Institution any financial records reasonably requested to determine my financial status during the term of this agreement.
9. **INDEMNITY:** You agree to indemnify CO-OP Financial Services, your Financial Institution and third party services providers for any and all liabilities, costs, losses and damages of any nature, including allocated costs of staff counsel and other attorney fees, that any of them may incur as a result of (a) any action we or your Financial Institution take on one of your transactions or which result directly or indirectly, in whole or in part, from your access to the Service and performance of transactions via the Service; (b) your breach of any of your agreements or warranties; (c) accepting a check image and providing provisional credit to your account based on the check image; (d) willful misconduct, fraud, criminal activity, intentional tort or negligence committed by you or any authorized user or any of your employees or representatives involving use of the Service; and (e) any transmission or instruction, whether or not authorized, acted upon by the Financial Institution, or the Service in good faith. You authorize your Financial Institution to charge your account for the amount of any demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code. Your obligation under this paragraph survives termination of this agreement. Without limiting the generality of the foregoing, we and your Financial Institution are excused from failing to

act or delay in acting, and any failure or delay does not constitute a breach of this agreement or otherwise give rise to any liability by us if (i) the failure or delay arises out of legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute or other causes beyond our or your Financial Institution's control, or (ii) we or your Financial Institution believe its respective action would violate any guideline, rule or regulation of any government authority.

10. **YOUR FINANCIAL INSTITUTION'S FUNDS AVAILABILITY POLICY:** Your Financial Institution has provided you with its current Funds Availability Policy. By clicking the electronic "acceptance" on the Digital Services Agreement, you acknowledge and agree that you have received and reviewed your Financial Institution's Funds Availability Policy and by using the Service you accept its terms. You agree that the Service is not responsible for making funds from your deposits available to you and the Service has no liability to you for funds availability from deposits made through the Service.
11. **ACCOUNT RECONCILIATION:** You will verify and reconcile any out-of-balance condition and promptly notify your Financial Institution of any errors within the time periods and pursuant to the procedure established by your Financial Institution in your account agreement with your Financial Institution. The Service is not responsible for correcting errors and you agree not to contact the Service concerning errors. If notified within such period, the Financial Institution will correct and resubmit all erroneous files, reports, and other data at the Financial Institution's then standard charges, or at no charge, if the erroneous report or other data resulted from the Financial Institution's error.
12. **EXCEPTION ITEMS:** Your Financial Institution may reject any electronic image that your Financial Institution, in its sole discretion, determines to be ineligible for the Service ("Exception Item"). Your Financial Institution will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to your account, that you will only do so by depositing the original item on which the Exception Item is based. You agree that even if the Financial Institution does not initially identify an electronic image as an Exception Item, the Substitute Check created by the Financial Institution therefrom may be returned to your Financial Institution because, among other reasons, the electronic image is deemed illegible by a paying financial institution. Financial Institution's failure to identify an Exception Item shall not preclude or limit your obligation to your Financial Institution.
13. **RETENTION OF CHECK IMAGES:** Your Financial Institution will retain Substitute Checks for seven (7) years.
14. **SERVICE AVAILABILITY:** Neither the Service nor your Financial Institution shall be liable to you for any loss or damage you suffer due to an interruption in the Service or resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Service or your Financial Institution.

15. **THIRD PARTY LINKS:** The Service may contain links to third party services and web sites. The Service makes no representations or warranties concerning third party services or web sites and you access and use those services and web sites at your own risk.
16. **CONFIDENTIALITY:** You will exercise due care in preserving the confidentiality of any user identification, password or other authentication method required to use the Service and you agree to prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequence of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you or an authorized user.
17. **SERVICE RESPONSIBILITIES AND LIMIT OF LIABILITY:** In providing the Service, we shall be entitled to rely solely on the information, representations, and warranties provided by you in these Terms, and we shall not be responsible for the accuracy or completeness thereof. We shall only be responsible for providing the Services as stated herein and we shall only be liable for our own negligence or willful misconduct, subject to the following limit. Our liability for our own negligence or willful misconduct is limited to direct money damages actually incurred by you in an amount not exceeding the amount of the transaction; provided, however, that under no circumstances will you be permitted a double-recovery from the Service, your Financial Institution or any third party for your damages.
18. **DISCLAIMER OF WARRANTIES:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND EFFORT IN USING THE SERVICE IS WITH YOU. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED IN THESE TERMS, NEITHER THE SERVICE NOR THE ANY THIRD PARTY SERVICE PROVIDER NOR YOUR FINANCIAL INSTITUTION IS RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN, OR ANY INFORMATION RESULTING FROM, YOUR USE OF THE SERVICE. NEITHER THE SERVICE NOR ANY THIRD PARTY SERVICE PROVIDER NOR YOUR FINANCIAL INSTITUTION MAKES ANY WARRANTIES AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICE AND YOUR FINANCIAL INSTITUTION UNION DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS AND YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. We shall not be responsible for your acts or omissions in using the Service nor the acts or omissions of any other person or entity, including without limitation, any Federal Reserve financial institution, automated clearing house or transmission, information or communications facility, any receiver, beneficiary, intermediary financial institution or receiving depository financial institution and no such person shall be deemed to be an agent of the Service.

**19. DISCLAIMER OF CERTAIN DAMAGES:** IN NO EVENT SHALL THE SERVICE OR YOUR FINANCIAL INSTITUTION OR ANY THIRD PARTY PROCESSOR OR THEIR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS, THE SERVICE, AND THIRD PARTY PROCESSORS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

**20. LIMIT OF LIABILITY:**

- a) Unless your Financial Institution fails to exercise due care in the handling your confidential information, your Financial Institution shall not be liable to you for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service. Notwithstanding the foregoing, under no circumstances will the Service, or any third parties, have any liability to you for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service or disclosure of any confidential information about you or your instructions by anyone you authorize to use the Service. Unless otherwise expressly stated in these Terms, your Financial Institution shall only be liable for its own negligence or willful misconduct in connection with the subject matter hereof, subject to the following limitation: Your Financial Institution's liability for its negligence or willful misconduct is limited to direct money damages actually incurred by you in an amount not exceeding the amount of the transaction. Your Financial Institution and the Service will not have joint liability to you and each will only be liable for its own negligence or willful misconduct as expressly stated herein.
- b) Except as specifically provided in these Terms or where the law requires a different standard, you agree that neither we nor any Internet or commercial on-line access or browser provider (such as America Online, CompuServe, Netscape or Microsoft, collectively called "Service Providers") shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Financial Institution, or by any service provider or by an agent or subcontractor of any of the foregoing. Nor shall we or a service provider or Financial Institution be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or Internet browser or access software used in connection with the Service. Neither we nor any

service provider of the Financial Institution are responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through the Service which are actually received by us. Except as otherwise stated in these Terms or as required by law, our entire liability and the liability of any service provider and your Financial Institution and your exclusive remedy with respect to the Service is the replacement of any browser or software, if any, provided by us to you. You are solely responsible for the selection, installation, maintenance and operation of your computer, software and connection to an Internet Service Provider.

21. **EXPORT RESTRICTIONS:** You understand that access to the Service and your browser software will require encryption capabilities that may be subject to strict export license requirements prior to export from the U.S. The Service does not provide browser software which you must obtain directly from the manufacturer. You agree that you will not download, ship, transfer or export any browser software or other software or technical data for use with the Service or download any service provider's direct product into any country or use same in any manner prohibited by the United States Export Administration Act or the requirements of the Export Administration Regulations (15 CFR Parts 730-774) (the "EAR") or any other regulation, law or Executive Order. In particular, but without limitation, the foregoing may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. Further, you agree that you and your Users will not use the Service from any country to which the U.S. has embargoed goods. You will advise anyone you authorize to use the Service of these export limitations and be responsible for any violations caused by them. Your obligations under this provision shall remain in effect after termination of this Agreement.
22. **INFORMATION WE SEND YOU:** Any information you receive from the Service electronically is provided on a best-efforts basis and is believed to be reliable, but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information, or any investment or other decision you make using this information. Any notice we send you, whether orally, electronically or in writing, is effective when sent to you.
23. **MISCELLANEOUS:** These Terms, constitutes the entire agreement between you and the Service and your Financial Institution concerning the subject matter hereof. These Terms will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of these Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to the Service and these Terms are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

24. **FORCE MAJEURE:** Neither the Service nor your Financial Institution nor any third party processor nor their agents shall be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the aforementioned party's reasonable control.
25. **ENFORCEMENT:** You agree to be liable to the Service and the Financial Institution for any liability, loss, or expense as provided in this Agreement that the Financial Institution or the Service incurs as a result of any dispute involving your accounts or services. You authorize the Financial Institution to deduct any such liability, loss, or expense from your account without prior notice to you. In the event a party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.
26. **WAIVER:** Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.
27. **ELECTRONIC SIGNATURE:** This agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this agreement by clicking on the "I Accept" button in the Digital Services Agreement. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "I Accept" button, you also consent to have the agreement provided to you in electronic form. You have the right to receive the agreement in non-electronic form.
28. **RELATIONSHIP WITH OTHER AGREEMENTS:** The terms of this Addendum apply only to the Service referenced in this Addendum. The terms of other disclosures and agreements between you and Financial Institution, as may be amended from time to time, remain effective for all other aspects of your accounts with Financial Institution.

## **Addendum D**

### **BELLCO CREDIT UNION** **ONLINE PRIVACY POLICY**

*Date of most recent update: November 28, 2017*

#### **Introduction and scope of policy**

This Online Privacy Policy (“Policy”) applies to your interaction with Bellco Credit Union (“Bellco,” “we,” “us,” “our”), at any online or mobile site or application that we own and control (“Site”), unless a different online and/or mobile policy is posted at a particular site, or is made available to you and by its terms supplants this Policy. Other privacy policies may also apply in addition to the terms of this Policy. These include the Bellco Consumer Privacy Notice, which applies to all members and consumers as described in that notice. This Policy also explains certain data use and data protection functionalities and practices of our online ads, such as banner ads, on third party sites. Please note that where we have another type of presence on a site owned by a third party, such as a page or handle on a social media site, that third party’s privacy policy and terms of use, rather than this Policy, will govern, unless specifically stated otherwise.

#### **Agreement to policy**

By using a Site or interacting with a Bellco advertisement or page or account on a third party site, you consent to this Policy, including your consent to our use and disclosure of information about you in the manner described in this Policy.

#### **Gathering, using, sharing and protecting information**

**Types of information.** You may interact with us in a variety of ways online, including through a mobile device. We may offer sites or applications that permit browsing and do not require registration. We may also offer the ability to enroll, register or access your accounts online. Information that we may collect about you through online interaction includes information that you input, such as your name, address, email address, telephone, fax or mobile numbers, account numbers, or other contact information (“Personal Information”); data resulting from your activity, such as transaction information; and location information. We may also gather additional information, such as the type of device and browser you are using, the IP address of your device, information about your device’s operating system, and additional information associated with your device. We may also gather information collected through cookies, tags, and other technologies, as described further below.

**What are “cookies” and how do we use them?** Cookies are pieces of data stored on your device. Browser cookies are assigned by a web server to the browser on your device. When you return to a site you have visited before, your browser gives this data back to the server. Mobile applications may also use cookies.

We use cookies and information gathered through their use to make your experience with Bellco and certain other sites richer and more personalized based on the products, services, or other interaction you have with us and other sites. Information gathered through use of cookies may be used to make offers to you via online ads, email, U.S. mail, or telephone, subject to the privacy preferences you have on file with Bellco.

Note that we also provide certain widgets or tools on our sites, such as tools that allow web surfers to easily share information on another platform, such as a social media platform (e.g., Facebook®, Twitter®, etc.). At other times, information from a third party may be embedded on our site, such as a map or information streaming from another site, including communications streaming from a third party social media platform. These widgets, tools, and informational items often function through the use of third party cookies utilized by the third party site, such as the social media platform. As a result, these third parties may have access to information about your web browsing on the pages of our Site where these widgets, tools, or information are placed. You may wish to review information at third party sites, such as social media platforms where you have an account, to determine how these third parties treat data that they obtain through the use of cookies. Bellco provides experiences on social media platforms including, but not limited to, Facebook®, Twitter®, and YouTube® that enable online sharing and collaboration among users who have registered to use them. Any content you post on official Bellco managed social media pages, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those respective platforms. Please refer to them to better understand your rights and obligations with regard to such content.

We also use cookies for purposes such as maintaining continuity during an online session; gathering data about the use of our site; monitoring online promotions; and anti-fraud and information security purposes.

**Do you have to accept cookies?** You can refuse to accept these cookies and most devices and browsers offer their own privacy settings for cookies. You will need to manage your cookie settings for each device and browser you use. However, if you do not accept these cookies, you may experience some inconvenience in your use of the Site and some online products and services.

**Additional cookies.** Cookies is a term also used to describe other locally stored objects, such as cookies stored in an Adobe folder on your device. These cookies will not be deleted when you clear cookies from your browser. We may use this technology for purposes such as information security and fraud prevention. We do not use this technology for online behavioral advertising purposes. Please refer to information provided by Adobe for information on how to disable and control Flash objects. If you choose those options, you may limit the functionality we can provide when you visit our Site.

**Additional technologies.** We may also use additional technologies such as pixel tags, web beacons, and clear GIFs, and may permit our third party service providers to use these technologies. We use these technologies for purposes such as measuring the effectiveness of our advertisements or other communications, determining viewing and response rates, and determining which offers to present to you on our own or on third party sites.

**Using information.** In addition to the uses described above, we use information for purposes as allowed by law such as: servicing; communicating with you; improving our Site, products, or services; legal compliance; risk control; information security; anti-fraud purposes; marketing or personalizing the presentation of our products and services to you; tracking website usage, such as number of hits, pages visited, and the length of user sessions in order to evaluate the usefulness of our sites; and using read-receipt notifications in our email communications.

**Sharing.** We may share information with service providers with whom we work, such as data processors and companies that help us market products and services to you. When permitted or required by law, we may share information with additional third parties for purposes including response to legal process. As applicable, please see the additional privacy policies referenced above, such as the Bellco Consumer Privacy Notice, for more information on how we may share information with affiliates and third parties.

**Security.** To protect Personal Information from unauthorized access and use, we use security measures that comply with applicable federal and state laws. These measures may include device safeguards and secured files and buildings as well as oversight of our third party service providers to ensure information remains confidential and secure.

**Children's privacy.** Children's Privacy. The Site is not directed to individuals under the age of thirteen (13), and as such, we do not allow individuals under the age of thirteen (13) to create, own, or use an Eligible Account, act as an Authorized User, or otherwise access the Digital Services.

For more information about the Children's Online Privacy Protection Act (COPPA), visit the FTC website: [www.ftc.gov](http://www.ftc.gov).

### **Policy updates and effective date**

If we make updates to this Policy, we will update the Policy with the changes and revise the "date of most recent update" posted at the top of this Policy. Any updates to the Policy become effective when we post the updates on the Site. Your use of the Site following the update to the Policy means that you accept the updated Policy.

**Addendum E**

**ZELLE AND OTHER PAYMENT SERVICES**

**TERMS OF SERVICE**

*Last updated April 6, 2020*

**a. GENERAL TERMS FOR ZELLE AND OTHER PAYMENT SERVICES**

**1. Introduction.** This Terms of Service document (hereinafter "Agreement") is a contract between you and Belco Credit Union (hereinafter "we" or "us" or "our") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online and mobile banking Digital Services applications (the "Site"). The Agreement consists of these General Terms for each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. The terms of the Belco Credit Union Member Terms and Conditions are incorporated by reference into this Agreement.

**2. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

**3. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance

the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

**4. Our Relationship With You.** We act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

**5. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**6. Notices to Us Regarding the Service.** If you have any questions about the Site, Service or this Agreement, you may contact us at the phone number or postal address below, call us at: 1-800-235-5261. You can also write to us at, Bellco Credit Union, 7600 E. Orchard Rd. #400N, Greenwood Village, CO 80111

In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 22 of the General Terms below.

**7. Notices to You.** You agree that we may provide notice to you in a manner we deem appropriate under the circumstances, including but not limited to, by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones.

Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices. We reserve the right to charge you a reasonable fee to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**8. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number **INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS")**, and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review Bellco's Privacy Policy, which is available online, for more information.

**9. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**10. Your Privacy.** Protecting your privacy is very important to us. Please review Bellco's Privacy Policy, which is available online, in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**11. Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

**12. Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**13. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or

services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.
- h. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**14. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously

intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**15. Payment Methods and Amounts.** 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. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

**16. Your Liability for Unauthorized Transfers.**

- a. **General.** Immediately following your discovery of an unauthorized Payment Instruction, you shall contact us for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your periodic statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.
- b. **Zelle Payment Services.** Section 16(a) shall not apply to the Zelle Payment Service. Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement

which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

- c. When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.
- d. Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

**17. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**18. Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances our Service Provider will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would

exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. We and the Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**19. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

**20. Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, 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, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition,

modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**21. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of 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.

**22. Errors, Questions, and Complaints.**

- a. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. Call us at:

**1-800-235-5261**

or write to:

**Bellco Credit Union, 7600 E. Orchard Rd. #400N, Greenwood Village, CO 80111**

**You must:**

1. Tell us your name;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- b. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**23. Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-

called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**24. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**25. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**26. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**27. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**28. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, you agree to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. The party initiating arbitration will do so through the American Arbitration Association ("AAA"). The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**29. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us must be brought in a court of competent jurisdiction in the State of Colorado to the exclusion of any other courts in any other jurisdiction. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. You also agree to waive any objection based on improper venue, or inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.**

**30. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

**31. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any

dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**32. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**33. Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**34. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR

**EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 1 AND 28 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee, contractor, or Affiliate of ours, whether oral or written, the terms of the Agreement will prevail.**

**36. Definitions.**

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.**
- b. "Affiliates" are companies related by common ownership or control.**

- c. **"Business Day"** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
  - d. **"Eligible Transaction Account"** is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
  - e. **"Payment Instruction"** is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
  - f. **"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
  - g. **"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- b. **ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL 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 other Users using aliases, such as email addresses or mobile phone numbers ("*Zelle* Payment Service," as further described below). *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 Financial Institution. **THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.** The term "*Zelle* and Other Payment Terms" means these *Zelle* and Other Payment Services Additional Terms.
- b. In addition to the *Zelle* Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via *Zelle*. Second, outside *Zelle*, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside *Zelle*, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these *Zelle* and Other Payment Terms are referred to as "*Other Payment Services*"

in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside *Zelle*, we may ultimately send those transactions via *Zelle* when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term "Zelle and Other Payment Services" means the Zelle Payment Service and the Other Payment Services.

- c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the *Zelle* mobile handset application ("*Zelle* Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, 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 financial institution holidays.
- d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## 2 Payment Authorization and Payment Remittance.

- a. Section 12 of the General Terms do not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment 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. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle and Other Payment Services 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 Zelle and Other Payment Services to request money from anyone for any such payments. The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services 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 Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.**
- b. 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 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. 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 Payments." If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank**

account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

- c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  - 2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  - 3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;
  - 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

- f. **It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.**

### **3 Sending Payments.**

- a. **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 the Zelle and Other Payment Services 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 or another Network Financial Institution 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. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in *Zelle*. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in *Zelle*. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via *Zelle*. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.**
- b. **Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in *Zelle*, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment**

**Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in Zelle, then the Receiver will receive a message regarding your payment.**

- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).**
- d. In most cases, when you are sending money to another User using the Zelle Payment Service, 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 Financial Institutions, 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 via a Zelle Standalone Location or a Network Financial Institution, 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 Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.**
- e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the**

next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in *Zelle*. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

- f. As to Recipients who have not yet enrolled with *Zelle*, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

#### 4 Receiving Payments.

- c. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment

Service or at a Zelle Standalone Location. 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.

- d. For the Zelle Payment Service, 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 Financial Institutions, 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). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
- e. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

**5 Requesting Payments.** You may request money from another User through a Zelle Payment Request. 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 Zelle 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.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment 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 Financial Institutions 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 Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor 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 Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

**6 Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services.** Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting us. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in *Zelle* will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied

payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**7 Consent to Emails and Automated Text Messages.** Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms above does not apply to Zelle Payment Services. 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 these Zelle and Other Payment Terms. 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 Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions 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 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 for the Zelle Payment Service, send STOP to 767666. Your STOP request does not apply to any other text messaging you may receive from us. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 1-800-235-5261. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone

number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**8 Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

**9 Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**10 Returned Payments.** In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in *Zelle*. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

**11 Consent to Share Personal Information (Including Account Information)**

In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;

- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

## 12 Wireless Operator Data.

In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that 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 Zelle Payment 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 at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## 13 Liability.

Subject to our obligations under applicable laws and regulations, 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 Zelle Payment 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 Disclaimer of Warranties**

**Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. 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 ZELLE PAYMENT 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 ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.**

#### **15 Limitation of Liability**

**Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS 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 ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.**

**IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS 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).**

#### **16 Indemnification**

**Section 30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment 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 Financial Institutions 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 your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.**

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

**You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.**

#### **18 Definitions.**

**"Network Financial Institutions" means financial institutions that have partnered with Zelle.**

**"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.**

**"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.**

**"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.**

**"User" means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.**

**"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.**

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