

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

Last Updated: July 1, 2022

## Definitions

"We", "Our", and "Us" shall refer to Mountain America Federal Credit Union. "You" and "Your" shall refer to the individual member who is agreeing to these terms. "Zelle" shall mean the *Zelle Network*.

### 1. Description of Services

- a. We have partnered with the *Zelle Network* ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Banks."
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.

### 2. Eligibility and User Profile

When you register to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the registered bank account. You agree that you will not use the Service to request, send or receive money from 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. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as a legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

We reserve the right to amend these terms and conditions at any time. You will be provided with the amended terms upon signing into Zelle, and should you continue to use Zelle, shall be deemed to have accepted them.

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

In agreeing to use the *Zelle Network*, you agree that some personal information, including your account number, shall be shared with Zelle and the participating financial institutions. These institutions will keep your information confidential and obey all applicable laws regarding such information.

### 4. Privacy and Information Security

We make security and the protection of your information a top priority. Access the Mountain America Credit Union Privacy Policy at <https://www.macu.com/about/disclosures/privacy-policy>, which the Mountain America Credit Union Privacy Policy is incorporated into and made a part of this Agreement by this reference.

5. **Wireless Operator Data**

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

6. **Registering for the Service**

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers).
- b. Once registered, you may:
  - i. Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - ii. Receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

7. **Consent to Emails and Automated Text Messages**

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our service center at 1-800-748-4302. You expressly consent to receipt of a text message to confirm your "STOP" request.

- f. Supported Carriers: ACS Wireless<sup>1</sup>, Appalachian Wireless 1, ASTAC<sup>1</sup>, AT&T, ATNI, Bandwith<sup>1</sup>, Bluegrass Cellular 1, Boost Mobile, Brightlink, C-Spire<sup>3</sup>, Cable & Cellular Communications LLC, Cablevision, Carolina West Wireless, Cellcom, Cellular One of Montana, Cellular One of Northeast Arizona, Chat Mobility, Claro Puerto Rico, Copper Valley, Cordova Wireless, Cricket GSM, CTC, DTC Wireless, Duet Wireless, Enflick, Inc., Epic Touch, Flat Wireless, Fibernetics, GCI Communications, Google Voice, Illinois Valley Cellular, Immix Wireless, Inland Cellular, Intelequent, iWireless, Layered, Leaco, MetroPCS, GSM Mobile, Mobile PCS, Mobile Nation, Mosaic Telecom, MTA Wireless, New Core Wireless, Net-Tech Wireless, Northwest Missouri Cellular, nTelos Wireless, Open Mobile Puerto Rico, Peerless Wireless, Pine Belt, Pine Cellular, Pioneer Cellular, Sagebrush Cellular, SouthernLine Wireless, Standing Rock, Strata Networks, Thumb Cellular, T-Mobile, Truphone, Triangle, Union Wireless, United Wireless, U.S. Cellular, US Chariton Valley Cellular, Verizon Wireless, Viaero Wireless, Virgin Mobile USA and West Central Wireless.

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

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). We are not liable for any damages resulting from the additional time needed to verify identities or for any time required to meet regulatory obligations. There is no warranty or guarantee that the transfer will occur within any given time.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

## 9. **Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank 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.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not registered as a User with either *Zelle* or a Network Bank, the transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User. We are not liable for any damages resulting from the additional time needed to verify identities or for any time required to meet regulatory obligations. There is no warranty or guarantee that the transfer will occur within any given time.

#### 10. **Liability**

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

You agree that you, not we or *Zelle*, are responsible for resolving any payment or other disputes that you have with any other user with whom you send money to, or receive or request money from, using the Service.

#### 11. **Send Limits**

There is a limit on the amount you may send using *Zelle*. To alter these limits you must call the service center at 1-800-748-4302, verify your identity and the limits may be changed to an average account balance for the last month for all eligible accounts. Eligible accounts are any accounts to which your Social Security Number is attached.

#### 12. **Requesting Money**

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

#### 13. **Transaction Errors**

You agree to confirm all transactions before entering them. However, it is possible that errors may occur. You must inform us and *Zelle* of any errors occurring in these transactions within one (1) business day of any such error. You agree that such errors shall be dealt with as required by the Mountain America Membership Agreement ("Membership Agreement") at: <https://www.macu.com/about/membership-agreement>. Nothing in this Agreement shall amend or supersede the Membership Agreement.

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

You agree that you, and not we, shall be liable for any transfers initiated by you. You agree that you shall be liable for any errors committed by any party with whom you have shared this data. You agree that we shall not be liable for any such activities.

#### 15. **Liability for Failure to Complete Transfers**

We shall have no liability for any transfers which were not successfully completed.

You agree that you, not we or *Zelle*, are responsible for resolving any payment or other disputes that you have with any other User with whom you send money to, or receive OR REQUEST money from, using the Service.

#### 16. **Use of Our Site**

You agree to access this site in compliance with our Digital Banking Terms and Conditions, which are available at <https://www.macu.com/about/disclosures/online-service-agreement> and incorporated into and made part of this Agreement by this reference.

#### 17. **Cancellation of the Service**

You may cancel services at any time by calling the service center at **1-800-748-4302**.

We reserve the right, but assume no obligation, to terminate your ability to use *Zelle*, if we deem your actions to be potentially unlawful, abusive, offensive or unwelcome or for any reason at all at our sole discretion.

#### 18. **Disclaimer of Warranties**

Except as otherwise provided herein, and subject to applicable law, *Zelle* makes no express or implied warranties, representations or endorsements whatsoever with respect to the Service. *Zelle* expressly disclaims all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the service described or provided. *Zelle* does not warrant that the Service will be uninterrupted, timely, secure, invulnerable to cyber attack or error-free, or that defects will be corrected. The services are provided on an "as is" and "as available" basis.

#### 19. **Limitation of Liability**

Except as otherwise provided herein and subject to applicable law, in no event will *Zelle*, its owners, directors, officers, agents or Network Banks be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of (i) any transaction conducted through or facilitated by the Service; (ii) any claim attributable to errors, omissions, or other inaccuracies in the services described or provided; (iii) unauthorized access to or alteration of your transmissions or data; or (iv) any other matter relating to the services described or provided, even if *Zelle* has been advised of the possibility of such damages. If you are dissatisfied with *Zelle's* service or with the terms of this Agreement, your sole and exclusive remedy is to discontinue using the Service.

In those states where the exclusion or limitation of liability for consequential or incidental damages may not apply, any liability of *Zelle*, its owners, directors, officers and agents or the Network Banks liability in those states is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed one hundred dollars (\$100.00).

## 20. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

## 21. Governing Law; Choice of Law; Severability

The laws of the state of Utah and the applicable federal laws of the United States (without giving effect to any conflicts of law principles in either case) govern all matters arising out of or relating to this Agreement and all transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. All actions or proceedings arising out of or relating to this Agreement and all transactions it contemplates shall be brought under the terms in the Membership Agreement, including any class action waiver and arbitration obligations found therein, as applicable. You acknowledge and agree that for any claims or disputes you assert against *Zelle* or Early Warning Services, LLC, these parties are entitled to enforce any provisions of the Membership Agreement.

If it is held by a court or other lawful authority of competent jurisdiction that any term, provision, covenant, or condition of this Agreement is illegal, invalid, or unenforceable, in whole or in part, such provision will be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remainder of such provision or the remainder of this Agreement; such remaining provisions will continue in full force and effect, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties.

## 22. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Friday, excluding U.S. bank holidays.