Zelle Terms and Conditions

Sunward Federal Credit Union
Agreement Regarding Member Access to the Zelle Network®

This Sunward Federal Credit Union Agreement Regarding Member Access to the Zelle Network® (this "Agreement") provides the terms and conditions that govern Sunward Federal Credit Union ("Sunward," "us," "we," or "our") members' access to the Zelle Network® as made available to such members (each subsequently referred to as "you") through Sunward's online banking mobile app. Please read this Agreement carefully.

Use of our online banking mobile app requires that you agree to our Online Banking Agreement and Disclosure, which is available within online banking and at https://gosunward.org/files/slfcu17/1/file/Disclosures/SunwardOnlineBankingAgreement.pdf and is incorporated into and made part of this Agreement by this reference.

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, including Sunward, that have partnered with Zelle as "Network Banks."

b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a Network Bank.

c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT KNOW AND TRUST. SUNWARD STRONGLY RECOMMENDS YOU NEVER USE THIS SERVICE TO TRANSFER FUNDS TO ANYONE UNKNOWN TO YOU PERSONALLY, SUCH AS A COUNTERPARTY TO AN ONLINE PURCHASE TRANSACTION (FOR EXAMPLE, BUYING CONCERT TICKETS FROM A SELLER THAT YOU'VE NEVER MET).

2. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated authority to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits

and credits to the enrolled bank account(s). *Zelle* is only available through Sunward's mobile banking app; access via desktop or mobile browser is not supported.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service is intended for personal use only, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We also have the right to determine eligibility and to restrict categories of recipients to whom payments may be made using the Service in our sole discretion. 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. Please also see the Sunward Membership and Account Agreement, which includes information about our rights to deny you services in certain circumstances.

We may amend this Agreement from time and time. When amendments have been made, you will be presented the updated Agreement within Sunward's online banking app the next time you begin to use the Service, and you must review and accept the terms in order to continue to use the Service.

3. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the funds you send or receive:

a. as necessary to complete transactions;

b. as necessary in connection with offering the Service;

c. in connection with the investigation of any claim related to your account or the funds you send or receive;

d. to comply with government agency or court orders;

e. in accordance with your written permission; and

f. as otherwise permitted by the terms of our privacy notice. Sunward's privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you previously. It can

be viewed by visiting gosunward.org, then navigating to our "Privacy & Cookies Policies" page, or by visiting this page directly: https://gosunward.org/privacypolicy.

Please also see *Zelle*'s Privacy Policy at www.zellepay.com/privacy-policy for information about how *Zelle* treats your data.

4. 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 (such as AT&T, 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.

5. Enrolling for the Service

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). The email address or mobile number you choose for initial enrollment must be on file with us already. (Please contact us if you have any questions about this.) You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:

i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User;

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;"

iii. update the email address or permanent U.S. mobile phone number that you intend to use for the Service.

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.

6. 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 contact information 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 contact information alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us or our agent(s), from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle or that we, our agent(s), 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, our agent(s), or 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, our agent(s), or *Zelle*, including messages that you may send through us, our agent(s), or *Zelle* or that we, our agent(s), 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, call our Contact Center at 505.293.0500 or 800.947.5328, or contact us via online chat within online banking. You expressly consent to receipt of a text message to confirm your “STOP” request.

7. Receiving Money; Money Transfers by Network Banks

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

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

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

8. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

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

9. Liability

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service. You acknowledge that the party using the email address you provide or the mobile phone number you provide may receive the funds you are sending, when and if that party is or becomes a User of the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED), NOR DOES SUNWARD OFFER SUCH A PROGRAM.

10. Send Limits

Your *Zelle* payments will be subject to predetermined transactional and daily limits. These limits are subject to change at any time and without advance notice.

11. Requesting Money

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection

of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

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

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

12. Your Liability for Unauthorized Transfers

You are responsible for all transfers from your account. If you permit other persons to use the Service or log into your accounts via Sunward's online banking mobile app, you are responsible for any transactions they authorize from your accounts. **If you believe that your login information has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE by calling 505.293.0500 or 800.947.5328, contacting us via online chat within online banking, or writing to us at P.O. Box 23040, Albuquerque, NM 87192-1040**. **Telephoning us is the best and fastest way of keeping your possible losses to a minimum.** If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any accounts linked for overdraft transfers (including credit lines) and any funds made available as part of our overdraft practices.

Furthermore, if your account statement shows any transfers that you believe you did not make or authorize, tell us AT ONCE. You must tell us within sixty (60) days after we sent you the statement on which such a transfer appears. (Please see additional information in the error notice section of your statement.)

13. Cancellation of the Service

You may cancel the Service by calling us at 505.293.0500 or 800.947.5328, sending us a secure message or contacting us via chat within online banking, or writing to us at P.O. Box 23040, Albuquerque, NM 87192-1040. When you cancel the Service, you will no longer be

able to access or use the Service; however, such cancellation will not impact your other online services or your account relationships with us.

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when activity on your account presents a level of potential risk we are unwilling to accept, as determined solely by Sunward. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If you are not in good standing with Sunward, you may not be able to access online banking and thus the Service. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the Zelle network or with a particular financial institution at any time.

14. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE AND SUNWARD MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE AND SUNWARD EXPRESSLY DISCLAIM 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 AND SUNWARD DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

15. 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 AND/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).

16. 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.

17. Governing Law; Choice of Law; Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflicts of laws provisions. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

18. Information Collected while Using the Application

While using *Zelle*, to use the QR Code feature, with your prior permission, Sunward may collect or access pictures and other information from your device's Contacts, Camera, and Photos. Any information collected is used to provide features of the *Zelle* service and/or to improve and customize the user experience. The information may be uploaded to our servers, or it may be simply stored on your device. You can enable or disable access to this information at any time, through your device settings.

19. 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 from our Contact Center Monday through Saturday, excluding US bank holidays, during the times listed on our website, https://gosunward.org/.

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