



ZELLE NETWORK® TERMS OF SERVICE

This Zelle Network® Terms of Service Agreement (the "Agreement") governs the use of the Service (defined below). As used herein, the terms "we," "our," or "us" mean First Service Credit Union; "you" or "your" mean the individual member who is agreeing to these terms; and "Zelle" shall mean the Zelle Network.

1. Description of Services

- a. You understand that the use of this Service (defined below) is optional and is offered as a benefit of membership with us. You understand that your use of the Service is subject to the terms and conditions set forth in this Agreement. By using this Service, you agree to and accept the terms and conditions contained herein. We reserve the right to amend these terms and conditions at any time, and your continued use of Zelle shall be deemed your acceptance of the amended terms and conditions.
- b. We have partnered with 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."
- c. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- d. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR DO NOT TRUST.

2. Eligibility and User Profile

This Zelle Network® Terms of Service Agreement (the "Agreement") governs the use of the Service (defined below). As used herein, the terms "we," "our," or "us" mean First Service Credit Union; "you" or "your" mean the individual member who is agreeing to these terms; and "Zelle" shall mean the Zelle Network.

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you are at least eighteen (18) years of age and have the authority to authorize debits and credits to the enrolled bank / credit union account.

2. Eligibility and User Profile cont.

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. You further agree that you will not use the Service for international ACH transactions. International ACH transactions are prohibited under this Agreement.

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

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

By accepting this Agreement, you consent to our disclosure of your personal information to Zelle, Network Banks, and other third parties in accordance with our Privacy Policy, which can be found in our Membership Service Agreement ("MSA") Part II. You understand and acknowledge that this information will be used by us, Zelle, Network Banks, or other third parties for the purposes of processing transactions, as well as investigations related to transactions or alleged or suspected fraud with regard to payment transactions.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy by visiting fscu.com/PrivacyPolicy, which is incorporated into and made 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, T-Mobile, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to us or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See Zelle's Privacy Policy located at fscu.com/PrivacyPolicy for how it treats your data. You may access our Privacy Notice by visiting fscu.com/PrivacyPolicy.

6. Enrolling for the Service

- a. You understand that the use of this Service (defined below) is optional and is offered as a benefit of membership with us. You understand that your use of the Service is subject to the terms and conditions set forth in this Agreement. By using this Service, you agree to and accept the terms and conditions contained herein. We reserve the right to amend these terms and conditions at any time, and your continued use of Zelle shall be deemed your acceptance of the amended terms and conditions.

6. Enrolling for the Service cont.

- b. Once enrolled, you may:
 - i. Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. You agree to maintain sufficient available funds in the designated account for each transfer you request or respond to until the transfer is completed. See Part II of your MSA for additional information on available balance and actual balance.
- d. If at any time while you are enrolled, you do not send or receive money using the Service for a period of eighteen (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.
- e. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, 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 in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You understand that the use of this Service (defined below) is optional and is offered as a benefit of membership with us. You understand that your use of the Service is subject to the terms and conditions set forth in this Agreement. By using this Service, you agree to and accept the terms and conditions contained herein. We reserve the right to amend these terms and conditions at any time, and your continued use of Zelle shall be deemed your acceptance of the amended terms and conditions.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle, or that we may send or that 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. Neither we nor your wireless carrier are 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.

7. Consent to Emails and Automated Text Messages cont.

- 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 713-676-777 or toll free at 800-678-5197. You expressly consent to receipt of a text message to confirm your "STOP" request.

8. 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 / credit union account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need, or Zelle may need, additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). We are not liable for any damages resulting from 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 a certain period of 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 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 / credit union 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 enrolled 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 to 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).

9. Sending Money; Debits by Network Banks

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 a certain period of time.

10. Liability

Neither we nor Zelle shall have any liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages.

NEITHER WE NOR ZELLE SHALL BE LIABLE FOR ANY TYPOS OR KEYSTROKE ERRORS THAT YOU MAY MAKE WHEN USING THE SERVICE.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR WHOM YOU DO NOT TRUST.

NEITHER WE NOR ZELLE OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

You agree that you, not 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

The **per transaction limit** is \$2,000 with an aggregate **daily limit** of \$4,000 and an aggregate **monthly limit** of \$15,000. At our sole discretion, we may refuse to process any transaction that exceeds any of the above limits. All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.

12. Requesting Money

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Banks (including us) 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.

12. Requesting Money

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

It is your responsibility to review all details of the transaction prior to initiating the transfer and to ensure such details are accurate. If you believe an unauthorized transaction was made in any activated account in connection with any Service, call us immediately at 713-676-7777 or toll free at 800-678-5197, or write to: First Service Credit Union at P.O. Box 941914 Houston, TX 77094. In the case of errors or questions about Zelle transfers, contact us at 713-676-7777 or toll free at 800-678-5197 and send us written notice to P.O. Box 941914 Houston, TX 77094. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your written notice:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can the reason(s) you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing to P.O. Box 941914 Houston, TX 77094 within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will promptly correct any error. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit the account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit the account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

14. Your Liability for Unauthorized Transfers

You are solely responsible for all transfers you authorize using Zelle as explained in this Agreement. You agree that you, not we nor 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.

14. Your Liability for Unauthorized Transfers

IF YOU WILLINGLY SHARE YOUR CREDENTIALS AND PERMIT OTHER PERSONS TO TRANSACT ON YOUR ACCOUNT USING ZELLE, YOU ARE SOLELY RESPONSIBLE FOR ANY TRANSACTION THEY AUTHORIZE FROM YOUR ACCOUNT. If you believe your account has been compromised, and that someone has transferred or may transfer money from your account without your permission, notify us immediately, by telephoning us at 713-676-7777 or toll free at 800-678-5197 or writing to us at P.O. Box 941914 Houston, TX 77094. Contacting us by telephone is the best way to minimize losses. If you tell us within (2) business days, you can lose no more than \$50 if someone accessed the account with us without your permission. If you do not tell us within (2) business days after you learn of the unauthorized use of Zelle, and we can prove that we could have stopped someone from accessing Zelle without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Zelle transfers that you did not make, it is your responsibility to notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed or accessible to you, you may not get back any money lost after the sixty (60) days if we can demonstrate that we could have stopped someone from making the transfers if you had told us in time.

15. Liability for Failure to Complete Transfers

We shall have no liability for any transfers which were not successfully completed. Our sole responsibility for an error in a transfer will be to correct the error; however, if the error was not solely made by us, we shall have no liability. You understand and agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, us, or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, user or maintenance of the equipment, software, online access services, or Internet browser or access software. In states that do not allow the exclusion of limitation of such damages, our liability is limited to the extent permitted by applicable law.

Notwithstanding anything herein to the contrary, we will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction.
- If you have not properly followed any applicable computer, Internet or our instructions for making Zelle transfers.
- If your mobile device fails or malfunctions or if our First Service Digital Banking system was not properly working and such a problem should have been apparent when you attempted such as transaction.
- Circumstances beyond our reasonable control (such as fire, hurricane, flood, telecommunication outages, equipment, or power failure prevent the transaction).
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our reasonable control, such as your Internet service provider.

We may establish other exceptions in addition to those listed above.

16. Fees

There is currently no service charge for using the Service. You will be responsible for paying any mobile phone provider or operator charges, utility charges and/or Internet access service fees incurred while using a mobile phone and/or Internet access services to connect with the Service. Fees are subject to change at any time upon notice to you as may be required by law.

17. Use of Our On-line Banking Site and/or Mobile App

You understand and agree that your use of the Service through First Service Digital Banking, including the First Service Digital Banking app, is subject to the terms and conditions of this Agreement and our First Service Digital Banking terms and conditions, which are available at [FSCU.com/Dislosures](https://www.fscu.com/Dislosures) and are incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

We reserve the right to cancel the Service at any time. Where possible, notice will be given at least thirty (30) days in advance to the change.

19. Right to Terminate Access

In addition to the other suspension or termination rights listed under this Agreement, we reserve the right to suspend or terminate this Agreement and your use of the Service if, in our sole discretion, (i) you violate the terms of this Agreement, (ii) you fail to meet any requirement that either we or Zelle imposed with regard to either your enrollment information or any required update of your enrollment information, or (iii) you are suspected of conducting, or have conducted, unauthorized or fraudulent transactions using the Service or have conducted Zelle transactions that otherwise violate applicable law.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE 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. WE AND ZELLE 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.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS (INCLUDING US) 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 WE OR ZELLE HAVE 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.**

22. Indemnification

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

23. Governing Law; Severability

This Agreement shall be governed by and construed pursuant to the laws of the State of Texas. Venue shall lie in Harris County, Texas.

If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not render the entire Agreement invalid and shall be construed as if not containing the particular invalid, illegal, or unenforceable provision(s), and the rights and obligations of each party shall be construed and enforced accordingly.

24. Miscellaneous

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

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