

Zelle® and Other Payment Services Disclosure – Terms and Conditions

Last Updated June 2022

1. General Terms and Conditions

A. The terms and conditions set forth in this agreement (“Agreement”) constitute a contract between you and Altura Credit Union (“Altura”, “we”, or “us”) with regard to the services (“Services”) set forth in this Agreement. By using any of the Services, you acknowledge and agree that: (i) you are subject to applicable account agreements, disclosures, schedules, and other written guidelines (“Related Agreements”), which are hereby incorporated by reference into this Agreement. Related Agreements include, among other documents, Altura’s *‘All About Your Credit Union’ deposit accounts disclosure*, *‘Online Services Agreement,’* and *‘Membership Agreement,’* as well as the terms and conditions for any loan, line of credit, credit card, and other account that you might access while using the Service; and (ii) the specific terms and conditions that correspond to your use of any of the Services shall govern, in the event of any conflict between this Agreement and any Related Agreement. The materials, which may be amended from time to time, can be accessed at: <https://www.alturacu.com/disclosures>.

Your use of any of the Services constitutes your acknowledgment and acceptance of this AGREEMENT and applicable RELATED AGREEMENTS, so please carefully review these materials, which detail, among other things:

- your express authorization for Altura to send emails and text messages on your behalf to the recipient of affected transactions, and an accompanying representation that the recipient has consented to receiving those communications;
- your affirmation that you will not use the Services to request or send funds associated with [overdue/delinquent debt](#), [tax obligations](#), [court-ordered payments](#) (alimony, child support, etc.), [gambling activities](#), [debt owed to third-parties](#), or any activity that violates any law, regulation, or ordinance (including, but not limited to transactions involving persons or parties subject to governmental sanctions or prohibitions);
- your consent for the methods in which Altura may send notices and disclosures to you;
- your waiver of class-action rights, and agreement that either you or Altura may require that any disputes be resolved by binding arbitration, as detailed in the section entitled ‘Binding Arbitration and Class Action Waiver’ in Altura’s *‘All About Your Credit Union’* deposit accounts disclosure; and
- limitations on Altura’s liability to you.

2. Description of Services

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.”

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.

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

3. Eligibility and User Profile

A. General Provisions

In order to use any of the Services, you must have an eligible account with Altura, which includes, among other things, its checking, savings, or prepaid accounts, that is currently in good standing. You must enroll to use your checking account with Zelle through Altura's online banking platform.

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 the Agreement and Related Agreements. You represent that you have the authority to authorize debits and credits to the enrolled bank account. By using the Services, you acknowledge and agree that Altura has the right to delegate to applicable service providers, all of the rights and obligations that Altura has under this Agreement, and that these applicable service providers represent third-party beneficiaries entitled to all of the rights and protections afforded to Altura under the 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 any 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.

B. Content Standards

You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (i) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (ii) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (iii) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (iv) contains corrupted data or any other harmful, disruptive, or destructive files; (v) advertises products or services competitive with *Zelle*, as determined by *Zelle* in its sole discretion; or (vi) in *Zelle's* or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, *Zelle* or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor *Zelle* have any obligation to monitor any Content, both we and *Zelle* have absolute discretion to remove Content at any time and for any reason without notice. We and *Zelle* may also monitor such Content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and *Zelle* make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "*Zelle* tag." You will be limited to one *Zelle* tag per bank account, and each *Zelle* tag must have one U.S. mobile phone number or email address associated with it. Your *Zelle* tag must meet the Content Standards. You may not select a *Zelle* tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor *Zelle* have any obligation to monitor User *Zelle* tags, both we and *Zelle* have absolute discretion to remove a User *Zelle* tag at any time and for any reason without notice. We and *Zelle* may require you to change your *Zelle* tag in our sole discretion, and we may elect to make a *Zelle* tag unavailable to you, without any liability to you. We and *Zelle* may also monitor User *Zelle* tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a *Zelle* tag that is offensive, indecent, or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any User *Zelle* tags, including any loss or damage caused thereby. We and *Zelle* make no representation or warranty that a User *Zelle* tag accurately identifies a

particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

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

By using any of the Services, you consent to our disclosure of your personal information, including bank account information, to Zelle, applicable service providers, other network financial institutions, and other third parties as necessary to complete payment transactions and other necessary business purposes (resolution of transaction disputes, identity verification, fraud prevention, etc.) in accordance with Altura's Privacy Policy, and in a manner consistent with applicable laws and regulations, including but not limited to, the Gramm-Leach-Bliley Act and the California Consumer Privacy Rights Act / California Privacy Rights Act.

5. Privacy and Information Security

We make security and the protection of your information a top priority. You can access Altura's Privacy Policy at <https://www.alturacu.com/disclosures>, which is incorporated by reference into this Agreement.

6. 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.

7. Enrolling for the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers) You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

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 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."

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.

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*.

8. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, *Zelle* tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such

email address, mobile phone number, *Zelle* tag and/or other alias to send or receive money as described in this 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:

- 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.
- 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.
- 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.
- 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.
- To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 1-888-883-7228. You expressly consent to receipt of a text message to confirm your "STOP" request.

9. Receiving Money; Money Transfers by Network Banks

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

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

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

10. Sending Money; Debits by Network Banks

A. Overview

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, 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.

B. Overdraft Protection

When using the Services, it is important to understand that your checking account has two kinds of balances: the “**actual**” balance (also referred to as: Balance, Total, Current Balance and Ledger Balance) and the “**available**” balance. Both can be checked when you review your checking account online, through mobile banking, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you understand how each balance might affect your ability to use the Services for transactions drawn from your checking account, specifically with regard to whether you might incur overdraft protection fees (e.g. Courtesy Pay fee).

This section explains actual and available balances and how each balance works. Your actual balance is the full amount of money that can be in your account at any given time. It reflects the full amount of any deposits made to your account without regard to any portion of a deposit that may be on “hold.” It also reflects payment transactions that have “posted” to your account, but not payment transactions that have been authorized and are pending (see the section below “A temporary debit authorization hold affects your available balance” for more information and the definition below of “available balance”). While the term “actual” may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds on deposits, holds on funds authorized for purchases, payments, fees and other charges made on your account that have not yet posted will not appear in your actual balance. Actual balance is used to determine when your account is overdrawn.

For example, if you have a \$120 actual balance, but you just wrote a check for \$100, then your money left to spend before being overdrawn is \$20 because your actual balance does not reflect the pending check transaction. If you also swipe your debit card at a restaurant for \$40 which is authorized but has not posted to your account; the actual balance is still \$120, but you have spent \$140. The check clears your account which reduces your actual balance to \$20. When the authorized debit card transaction posts, your actual balance will be overdrawn by \$20. If you have opted into the Courtesy Pay program, a corresponding Courtesy Pay fee will be deducted from your account further reducing the actual balance. Your available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the credit union has authorized but that have not yet posted to your account (see the section below “A temporary debit authorization hold affects your available balance”). It is a useful tool to keep track of debit card purchases that you have authorized the credit union to pay but have not yet posted to your actual balance. A temporary debit authorization hold affects your available balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction may not be authorized unless you have set up overdraft protection or opted into the Courtesy Pay Program for your account. Additional details can be found in the section entitled, ‘Your Checking Account Balance’ in Altura’s ‘All About Your Credit Union’ deposit accounts disclosure.

11. Liability

A. Limitations on 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 and agree that, in the event that the provision of the Services covered under this Agreement is delayed, disrupted, or interrupted for an indeterminate amount of time due to circumstances beyond our reasonable control, including but not limited to any delay, disruption, or interruption in the provision of the Services, whether caused by power failures, equipment malfunctions, internet outages, or other reasons, Altura and its affiliates, service providers, employees, and contractors shall not be held liable for any claim for indirect, special, incidental, consequential, punitive, or exemplary damages (including loss of goodwill or lost profits) arising from or related to the aforementioned delay, disruption, or interruption. You acknowledge and agree that these limitations on liability shall apply to all causes of action, whether arising from breach of contract, tort (including negligence), or any other cause of action, and furthermore, that the aggregate liability of Altura and its affiliates, service providers, employees, and contractors for any and all claims relating to this Agreement shall be limited to direct, out-of-pocket damages up to a maximum of \$100 (one hundred dollars).

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, THE NETWORK BANKS, OR ALTURA 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* OR *ALTURA* 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. 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, THE NETWORK BANKS, OR *ALTURA*, LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED (\$100) ONE HUNDRED DOLLARS.

12. Send Limits

There may be different limits on the amount of money you can send or receive through our *Zelle* and Other Payment Services. Your limits may be adjusted from time to time at our sole discretion. If your transaction will exceed your limit for funds sent via *Zelle* Payment Service, we will send your funds via Other Payment Services unless your transaction also exceeds that limit. We also reserve the right to select the method in which to remit funds on your behalf through the *Zelle* and Other Payment Services, 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 or paper check or draft payment.

13. 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 or send funds associated with overdue/delinquent debt, tax obligations, court-ordered payments (alimony, child support, etc.), gambling activities, debt owed to third-parties, or any activity that violates any law, regulation, or ordinance (including, but not limited to transactions involving persons or parties subject to governmental sanctions or prohibitions). You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents, the Network Banks, and Altura, 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.

14. 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 Altura's ['All About Your Credit Union' deposit accounts disclosure](#), ['Online Services Agreement'](#), ['Membership Agreement'](#), and Related Agreements.

15. Your Liability for Unauthorized Transfers

A. Obligation to Notify Altura

You acknowledge and agree that you shall notify Altura immediately if you believe that: (i) your account has been accessed without your permission; (ii) your debit card, username, or password have been lost, stolen, compromised, used, or could potentially be used without your permission; (iii) someone has transferred or acquires the ability to transfer money from your account without your permission; or (iv) your statement shows transfers that you did not initiate or authorize. Time is of the essence in these instances, and the best way to minimize your loss is to call us immediately at 888-883-7228. You acknowledge and agree that, by giving someone your password or other means to access the account through which you use the Services, you are authorizing that person to perform transactions through the Services, and therefore, you are responsible for those activities.

B. Your Liability for Transactions Due to Your Sharing of Your Password, Account Number, or Other Private Data

You acknowledge and agree that: (i) you, and not we, shall be liable for any transfers authorized by you, or which were able to be authorized due to your sharing of your password, account number or any other private data; (ii) you shall be liable for any errors committed by any party with whom you have shared this data; and (iii) we shall not be liable for any such activities. If the unauthorized transfer was made via an Automated Clearing House (ACH) transaction, please see the section entitled, 'Unauthorized Transfers' in Altura's [All About Your Credit Union' deposit accounts disclosure](#) for more information about your potential liability.

16. 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.

17. Fees

There is no fee to use the Service; however, regular charges will apply to your account(s), as applicable. We may at any time change the fees that apply to the Service. We will give you reasonable notice of such change as required by law. If we process a transaction in accordance with your instructions that overdraws your account with us, we may assess a fee for any such overdraft in accordance with the terms of the Deposit Account Agreements and Disclosures. We will not be liable for failure to pay any transfer request unless it is drawn against available funds in the designated Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service.

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

You agree to access this website and/or mobile app in compliance with [Altura's 'All About Your Credit Union' deposit accounts disclosure, which is available at https://www.AlturaCU.com/disclosures](https://www.AlturaCU.com/disclosures), and incorporated by reference into and made part of this Agreement.

19. Cancellation of the Service

You acknowledge and agree that we may, at any time and without prior notice to you or other Zelle Service participants, suspend or terminate the Zelle Service.

20. Right to Terminate Access

In the event you violate any terms of this Zelle Terms of Use Agreement, there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or we have problems with your use of the Zelle Service, you agree that we may suspend or terminate your access to the Zelle Service at any time.

21. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

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, the Network Banks, and Altura, 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 and Severability

You acknowledge and agree that the laws of the State of California shall govern this Agreement, as explained in Altura's 'All About Your Credit Union' deposit accounts disclosure. If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator or government agency of competent jurisdiction, you acknowledge and agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

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 trademarks are wholly owned by Early Warning Services, LLC and are used herein under license.