



## Zelle Network® Terms and Conditions

***Zelle® Person-to-Person Transactions (Send Money with Zelle®).*** Send Money with Zelle® is a person-to-person funds transfer service offered through the Visions Federal Credit Union digital banking platform. In using this service, you agree to all the terms and conditions provided in this Agreement. Restrictions and limitations may apply. Visions Federal Credit Union reserves the right to deny or refuse any transaction. The individual initiating a transaction using this service must be a current member of the credit union. Transactions are facilitated through Zelle, thus the sending and receiving party must have agreed to all terms and conditions before using the service.

### ***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.
- c. **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.**

***Eligibility and User Profile*** - 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 have the authority to authorize debits and credits to the enrolled bank account.

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, 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.

In order to use the Service, you must have an eligible Funding Account or Deposit Account based in the United States, which includes Visions Federal Credit Union checking or savings accounts. The Funding Account and the Deposit Account may be the same account. Account eligibility rules may differ if you are enrolling in *Zelle* through a separate financial institution or on *Zelle*'s separate transfer service website or mobile app. In order to receive fund transfers into your Deposit Account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual, you must have an available balance in that account. You represent that you have the authority to authorize debits and credits to the enrolled Funding Account or Deposit Account.

You agree that there may be other eligibility requirements that apply to participate in the Service (e.g., non-U.S. persons may be prohibited from using the Service), and that we have the right and sole discretion, to restrict or otherwise prohibit your use of the Service.

***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: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with *Zelle*, as determined by *Zelle* in its sole discretion; or (f) 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.

We reserve the right to amend these terms and conditions at any time. You will be provided the amended terms upon signing into *Zelle* and/or Visions Federal Credit Union Digital Banking, and should you continue to use *Zelle*, shall be deemed to have accepted them.

***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.

***Privacy and Information Security*** - We make security and the protection of your information a top priority. You can access our Privacy Notice at <https://visionsfcu.org/privacypolicy>, which the Visions Federal Credit Union Privacy Notice is incorporated into and made a part of this Agreement by this reference.

***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 at <https://www.zellepay.com/privacy-policy> for how it treats your data. See Visions Federal Credit Union's Privacy Policy at <https://visionsfcu.org/privacypolicy> for how it treats your data.

### ***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) 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.
- 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. 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.
- d. 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*.

***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:

- 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 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 53608. For help or information regarding text messaging, send HELP to 53608 or contact our member service team at 800-242-2120. You expressly consent to receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless. For support, please contact us at 800-242-2120 or via email at [support@visionsfcu.org](mailto:support@visionsfcu.org).

***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.

***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, 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.

***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.

**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).**

***Send Limits*** – The maximum amount you may send in any given day is limited to \$500 per day. Other restrictions may apply.

***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 your 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.

***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 addressed as required by the Account Terms and Agreements. Nothing in this Agreement shall amend or supersede the Account Terms and Agreements that govern your membership with Visions Federal Credit Union.

***Your Liability for Unauthorized Transfers*** – See Visions Account Terms and Agreements regarding your liability for unauthorized transfers. CONTACT US AT ONCE at 800-242-2120 if you believe your digital banking password or your mobile handheld device has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. Call Visions Federal Credit Union at 800-242-2120 or write to us at Visions Federal Credit Union, 24 McKinley Ave., Endicott, NY, 13760.

***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.

***Fees*** – Visions Federal Credit Union does not currently charge a fee for *Zelle* usage.

***Use of Our Digital Banking Site and/or Mobile App*** - You agree to access this website and/or mobile app in compliance with our Digital Banking Terms and Conditions and the Account Terms and Agreements, which are available within your digital banking access and incorporated into and made part of this Agreement by this reference.

***Cancellation of the Service*** – You may cancel services at any time by calling the Contact Center at 800-242-2120. 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.

***Right to Terminate Access*** – You agree that we may terminate or suspend your use of the *Zelle* at any time and for any reason. Neither termination, cancellation, or suspension shall affect your liability or obligations under this Agreement. We further reserve the right to suspend or terminate your use of *Zelle* and if we believe that you are using *Zelle* for business or commercial purposes. Your enrollment may not be completed if we cannot verify your identity or other necessary information.

***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.

***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).

***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.

***Governing Law; Choice of Law; Severability*** - The laws of the state of New York 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. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement and all transactions it contemplates shall bring such legal action or proceeding in the courts of the state of New York. Each Party waives, to the fullest extent permitted by law: (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement and all transactions it contemplates brought in any court in the state of New York; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

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.

***No Amendment of Existing Terms and Conditions***. The terms and conditions of this Agreement do not amend, change, or replace any other notices or information that you may receive in connection with your Visions Federal Credit Union account including, without limitation, any information provided to you on your periodic statement or your agreement with Visions Federal Credit Union governing your account (“Account Terms and Agreements”). In case of any conflict between the terms and conditions of this Agreement and your Account Terms and Agreements, the terms and conditions of your Account Terms and Agreements shall control.

***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 member service generally will be available Monday through Friday, excluding U.S. bank holidays.

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