

Zelle Disclosure & Agreement

This *Zelle Disclosure & Agreement* (“Agreement”) states the terms and conditions that apply when you use Zelle® with Salal Credit Union Mobile or Online Banking (“Service”). These terms and conditions are in addition to those that apply to any Accounts you have with us or any other services you obtain from us. Other agreements you have entered into with Salal Credit Union (“Credit Union”), including your *Consumer Membership & Account Agreement*, as amended from time to time, are incorporated by reference and made a part of this Agreement. This Agreement describes your rights and obligations as a user of the Service, as well as the rights and obligations of the Credit Union. In this Agreement, the words “you” and “yours” mean those who agree to the terms and conditions of this Agreement. The words “we,” “us,” and “our” mean the Credit Union. The word “Account” means any one or more deposit, loan, and line of credit Accounts you have with the Credit Union.

RELATION TO OTHER AGREEMENTS

You will be subject to the terms of our *Consumer Membership & Account Agreement* for transactions involving your deposit Accounts and any applicable loan agreement for transactions involving a line of credit, credit card, or loan with the Credit Union. This includes any other agreements or disclosures, including but not limited to: *Online Banking Disclosure & Agreement*, *ACH External Transfers Disclosure & Agreement*, *Application Disclosure & Agreement*, *Consumer & Business Bill Pay Disclosure & Agreement*, *Electronic Disclosure & Consent*, *eStatement Disclosure & Agreement*, *Mobile Check Deposit Disclosure & Agreement*, and *Password Self-Reset Disclosure*.

MOBILE & ONLINE BANKING AGREEMENT CONSENT

By checking the “Agree” button, you agree to the terms and conditions of this Agreement. As such, please read this Agreement carefully. By requesting and using any of the Services, you agree to comply with the terms and conditions of this Agreement. We recommend printing or saving a copy of this Agreement for future reference. We will send a printed copy of the Agreement to you at your request. Salal reserves the right to amend this agreement from time to time and require you to agree to updated terms and conditions to continue to use these services.

ZELLE NETWORK® STANDARD TERMS

DESCRIPTION OF SERVICES

- We have partnered with the Zelle® Network (“Zelle®”) to enable a convenient way to transfer money between you and others (each, a “User”) who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® 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.**

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 Credit Union 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. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your 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.

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.

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 are required by applicable state and federal laws to keep your information confidential.

INFORMATION COLLECTED WHILE USING THE APPLICATION

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

PRIVACY AND INFORMATION SECURITY

Financial institutions like ours collect, use, and share data depending on the products and services you have with us. We need to use and share your personal information to provide those services. This includes contact information, which we sync to help you find contacts for optional payment services. It also includes your banking, payment, and transaction information. Federal law gives consumers the right to limit some, but not all sharing. State and federal laws also require us to tell you how we collect, share, and protect your personal information. We make security and the protection of your information a top priority. You can access our U.S. Consumer Privacy Policy at [SalalCU.org/privacy-policy](https://www.salalcreditunion.com/privacy-policy), which U.S. Consumer Privacy Policy is incorporated into and made 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.

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:
 - 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®.

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:

- 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, as message and data rates may apply.
- 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 Virtual Branch at **800.562.5515** or **206.298.9394**. You expressly consent to receipt of a text message to confirm your "STOP" request.

RECEIVING MONEY; MONEY TRANSFERS BY NETWORK BANKS

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

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

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

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.

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.

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS 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 OTHERWISE NOT WHAT YOU EXPECTED.)

SEND LIMITS

There are transactional and daily limits on the amount of money you can send or request through our Service. Standard limits are \$500 per transaction and \$700 per day. Your limits may be adjusted from time-to-time at our sole discretion.

REQUESTING MONEY

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents, and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney 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

If you believe your Username or Password has been lost, stolen, or compromised; that someone has transferred or may transfer money from your Account without your permission; or if you have questions about your transactions, you should notify us as soon as possible by one of the following methods:

- Call us at **206.298.9394** or **800.562.5515**.
- Write to us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.
- Use the secure messaging feature within Mobile or Online Banking.

If you believe your statement is incorrect or you need further information regarding transactions on your statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent or made available to you on which the transaction in question or error occurred. You must include:

- Your name and member number.
- A description of the error or transaction in question, include as much detail as possible and clearly explain why you believe it is an error or why you need more information.
- The dollar amount of the transaction in question.

If you report your suspected error or question to us verbally, we may require that you send your complaint to us in writing within ten (10) business days from the date of your verbal notification. We will notify you of the results from our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we require more time to complete our investigation, we reserve the right to take up to forty-five (45) days. In this case we will provide your Account with provisional credit within ten (10) business days for the amount you think is in error. If we ask you to submit your complaint to us in writing and we do not receive it within ten (10) days from your verbal notification, we may not provide your Account with provisional credit. If we determine that an error did not occur, we will send you a written explanation by mail within three (3) business days after the completion of our investigation. You may ask for copies of documents used in our investigation. Provisional credit may be revoked if we find that an error did not occur. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is the error.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

You are responsible for all transfers you authorize using your Electronic Funds Transfer (EFT) services under this Agreement. If you permit other persons to use an EFT service, you are responsible for any transactions they authorize or conduct on any of your checking and savings accounts.

LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough money in your Account to make the transfer.
- Your Account is inactive or the transfer would go over the credit limit on your line of credit.
- The money in your Account is subject to an administrative hold, legal process, or other claim.
- You have not given the Credit Union complete, correct, and current instructions so the Credit Union can process the transfer.
- The error was caused by a system or any of the designated networks, a telecommunications or Internet service provider.

There may be other exceptions as established by the Credit Union and if so, they will be stated in this Agreement.

FEES

You are responsible for paying all fees associated with your use of Zelle®. Applicable fees will be disclosed in the user interface for, or elsewhere within the Zelle® Site. You further acknowledge and agree that any applicable fees will be charged regardless of whether the payment instruction is completed, unless the failure to complete the instruction is solely due to our fault, except for those fees that are specifically use-based, such as Zelle® Payment Requests, if applicable. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.

USE OF OUR ONLINE BANKING SITE AND/OR MOBILE APP

You agree to access this website and/or mobile app in compliance with our *Online Banking Disclosure & Agreement*, which is available at SalalCU.org and incorporated into and made part of this Agreement by this reference.

CANCELLATION OF THE SERVICE

To cancel, contact us by one of the following methods:

- Call us at **206.298.9394** or **800.562.5515**.
- Write to us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.
- Use the secure messaging feature within Mobile or Online Banking.

RIGHT TO TERMINATE ACCESS

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.

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, INVULNERABLE TO CYBER ATTACK OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

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 attorney 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

You agree to be liable to the Credit Union for any liability, loss, expense, or other such loss due to wrongful acts committed by you relating to the provision of Services under this Agreement. You shall also be responsible for any loss that the Credit

Union incurs as a result of any dispute with others involving your Accounts or Services. You authorize the Credit Union to deduct any amount related to such liability, loss, or expense from your Account without prior notice to you. In the event any third party brings a legal action against you regarding matters involving Services under this Agreement, you agree to reimburse and hold harmless the Credit Union for its expenses and liability wrongfully caused by you. If there is a legal dispute between you and the Credit Union, the prevailing party shall be entitled, subject to Washington state law, to payment by the other party of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable, regarding enforcement of the provisions of this Agreement.

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.

You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce applicable dispute resolution processes as stated in the *Consumer Membership & Account Agreement*, including any arbitration provisions, against you.

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