

Zelle Network[®] Standard Terms and Conditions

These Zelle Network Standard Terms and Conditions, as amended from time to time (these “**Zelle Terms**”), together with the BHCCU Online & Mobile Banking Agreement and Disclosure (“**Digital Terms of Use**”) and the BHCCU Electronic Fund Transfers Agreement and Disclosure (“**EFT Agreement**”)(collectively, this “**Agreement**”) govern your access to and use of the Zelle Network[®] (“**Zelle**”) through Blackhawk Community Credit Union (“**BHCCU**,” “**we**,” “**us**,” “**our**”). For the purpose of this Agreement, the words “you,” “your,” and “yours” refer to you the owner/member/signer on the account accessible through the Zelle Service as well as anyone you permit to access your accounts or the Service.

By enrolling in or otherwise accessing the Service, you acknowledge that (1) you received a copy of this Agreement, (2) you have carefully read this Agreement, (3) you understand the disclosures contained within this Agreements, and (4) you agree to be bound by the terms and conditions of this Agreements.

You also acknowledge and agree that you have read and understand the applicable Membership and Account Agreement and Disclosures (“**Membership and Account Agreement**”) and Fee Schedule, as amended from time to time, which are incorporated into this Agreement by reference. If there is any conflict between this Agreement and the current Membership and Account Agreement, this Agreement will control to the extent of such inconsistency.

THIS AGREEMENT IS SUBJECT TO THE BINDING ARBITRATION PROVISION, LOCATED IN YOUR MEMBERSHIP AND ACCOUNT AGREEMENT, THAT REQUIRES THE PARTIES (INCLUDING ZELLE AND/OR EARLY WARNING SERVICES, LLC) TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF. BY ACCESSING OR USING THE ZELLE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT BHCCU, ZELLE, AND/OR EARLY WARNING SERVICES, LLC ARE ENTITLED TO ENFORCE THIS BINDING ARBITRATION PROVISION AGAINST YOU FOR ANY CLAIMS OR DISPUTES YOU ASSERT.

1. Description of Zelle Service

- a. We have partnered with Zelle[®] to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle, with us, or with another financial institution that partners with Zelle (each, a “**User**”) using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described in these terms (the “**Zelle Service**” or “**Service**”). We will refer to financial institutions that have partnered with Zelle as “**Network Financial Institutions**.”
- 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 transferred by a Network Financial Institution.
- 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.

2. Eligibility and User Profile

When you or others to whom you have delegated to act on your behalf enroll in or use 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. 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. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

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 Zelle 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 use the Service in any way, or 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 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 use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags you may use. 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.

To use certain features of the Service, you may be required to grant the Service access to your mobile device's hardware and software, including the camera, to enable image capture or scanning functionality. By enabling camera access, you consent to the Service using your device's camera for functions such as scanning QR codes or capturing images necessary to complete transactions.

You understand and agree that we may amend, modify, supplement, replace, or restate (collectively, an "**Amendment**") this Agreement, in whole or in part, at any time and from any reason, without prior notice, unless required by applicable law. Any such Amendment to this Agreement will not affect your existing liability or obligations. Your continued use of the Service after such Amendment constitutes acceptance of the Amendment. We may communicate Amendments by mail, email, or notice on our website.

3. Consent to Use and Disclose Personal Information (Including Account Information)

By accepting this Agreement, you consent to share personal and account information with Zelle and Network Financial Institutions, as provided for in our Privacy Policy at www.bhccu.org/privacy-policies.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at www.bhccu.org/privacy-policies, which is incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

6. 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/or 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, toll-free 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 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 U.S. mobile phone number or email address, or we receive information that you are not the owner of the U.S. 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 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 it with Zelle.
- e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. 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, U.S. 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 Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our or Zelle’s 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 or is used as a contact method for a Zelle® tag 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. 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.
- d. To cancel text messaging from us, send STOP to 855-819-0265. For help or information regarding text messaging, send HELP to 855-819-0265 or contact our customer service at 800-779-5555 or 608-755-6065. You expressly consent to receipt of a text message to confirm your “STOP” request.
- e. Supported Carriers: AT&T, Verizon, T-Mobile, and other major U.S. Carriers.

8. Receiving Money; Money Transfers by Network Financial Institutions

Once a User initiates a transfer of money to your email address, U.S. 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 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, the other Network Financial Institutions and other Zelle Users, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We or Zelle may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle 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.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

9. Sending Money; Debits by Network Financial Institutions

You may send money to another User at your initiation or in response to that User’s request for money. You understand and agree that use of the Service by you shall at all times be subject to (a) this Agreement, and (b) your express authorization at the time of the transaction for us to initiate a debit entry to your 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 with the email address or U.S. mobile phone number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled 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 the other Network Financial Institutions, and other Zelle Users, 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, 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 or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (a) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (b) 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. BHCCU AND ZELLE DO NOT OFFER PURCHASE PROTECTION 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). REIMBURSEMENT MAY BE AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

11. Send Limits

To protect your account, we will establish limits (“**Send Limits**”) on the dollar amount and number of transactions you are allowed to transfer using the Service. You understand and agree that you may not send money in excess of your daily, monthly, and transaction Send Limits, and if you attempt to initiate a transfer in excess of your Send Limits, we may reject your transfer. We reserve the right to change these Send Limits, including restricting access to the Service, at any time without prior notice to you. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our 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 Financial Institutions 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.

13. Transaction Errors

You agree to notify BHCCU of any suspected errors regarding transactions through the Service right away, and not later than 60 days after we sent the first BHCCU account statement on which the problem

appears. Unless you notify us within 60 days, such statement regarding all transactions made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error. By using the Service, you accept the risk that a transaction may be intercepted or misdirected during transmission. We assume no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

To notify us of a suspected error:

Contact us immediately at: 608-755-6065 or toll free at 800-779-5555

or write to: Blackhawk Community Credit Union at PO Box 5366, Janesville, WI 53547-5366

or email: info@bhccu.org

Your Notice of Suspected Error must include the following information:

- Your name and account number;
- A description of the transfer you are unsure about and a clear explanation as to why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10) business days* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) business days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation (to the extent possible without violating other members' rights to privacy).

*If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

Additional terms regarding transaction errors can be found in the EFT Agreement.

14. Your Liability for Unauthorized Transfers

YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS YOU AUTHORIZE USING THE SERVICE. IF YOU PERMIT OTHERS TO USE THE SERVICE, OR YOU SHARE YOUR ONLINE & MOBILE BANKING CREDENTIALS OR ACCESS DEVICES, YOU ARE RESPONSIBLE FOR ANY TRANSACTION(S) THEY AUTHORIZE OR CONDUCT ON ANY OF YOUR ACCOUNTS USING THE SERVICE UNDER THIS AGREEMENT.

TELL US AT ONCE if you believe someone has accessed your accounts or the Service without your authority, or if you believe that a transfer has been made without your permission using the Service.

Contact us immediately at: 608-755-6065 or toll free at 800-779-5555

or write to: Blackhawk Community Credit Union at PO Box 5366, Janesville, WI 53547-5366

or email to: info@bhccu.org

Your liability for an unauthorized transaction is determined as follows:

- **If you notify us within 2 business days** of learning about the loss/theft: Your maximum liability is **\$50**.
- **If you notify us after 2 business days but within 60 days** of the statement showing the unauthorized transaction: Your liability can increase up to **\$500**.
- **If you notify us after 60 days:** You may be liable for **all unauthorized transfers** that occur after the 60-day period.

Additional terms regarding your liability for unauthorized transfers can be found in the EFT Agreement.

15. Liability for Failure to Complete Transfers

If a money transfer using the Service is not completed from your enrolled account in the correct amount per your instruction, we may be liable for your losses up to the amount of the transfer. However, we assume no liability under the following circumstances:

- a. If, through no fault of our own, your enrolled account does not have sufficient funds to complete the transfer, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, If the money in your account is subject to legal process or other claim, funds in your account are pledged as collateral or frozen because of a delinquent loan, or if the transaction exceeds your Send Limits.
- b. The transfer could not be completed successfully because you provided incorrect or incomplete information, including but not limited to the recipient's email address, phone number, or any financial institution information required to process the transfer.
- c. If your Online & Mobile Banking access device is not working properly, you are not connected to the internet, or you used your access device in an incorrect manner.
- d. The transfer is not completed due to circumstances beyond our control, such as power outages, system failures, natural disasters, pandemics, or other acts of God, despite reasonable precautions taken by us.
- e. The recipient does not receive the email or text message that contains the transfer notification, through no fault of ours.
- f. Your account is dormant or frozen in accordance with any agreements between you and us, or in accordance with applicable law.
- g. We have reasonable grounds to believe that unauthorized use of your Online & Mobile Banking credentials or access devices has occurred or is in progress.
- h. If this Agreement has been terminated by us.
- i. Any other exceptions outlined in this Agreement, your Membership and Account Agreement, as established by BHCCU, or as otherwise permitted by applicable law.

Additional terms regarding limitations of our liability can be found in the EFT Agreement and the Digital Terms of Use.

16. Fees

We do not charge a fee for using the Service at this time. However, there may be other fees and charges applicable to your accounts which do not pertain to the Service, or your mobile carrier may apply fees related to data usage or messaging. You understand and agree that you are responsible for any charges incurred in accordance with any such accounts or incurred through your wireless provider. Please consult your mobile service agreement for details on applicable fees.

You understand and agree that BHCCU reserves the right to charge a fee for the Service. If we choose to do so, we will provide you with at least 30 days' advance written notice in the manner required by law before we institute or change any fees for your use of the Service. You further understand and agree that you may incur a fee if a transfer using the Service causes your account to be overdrawn.

17. Use of Our Online Banking Website and/or Mobile App

You understand and agree that you must be enrolled in Online & Mobile Banking to access the Service. When accessing or using the Service, through our website and/or mobile app, you agree to comply with our Digital Terms of Use which are made available to you through your Online & Mobile Banking login and incorporated into and made part of this Agreement by this reference.

You can access a copy of our Digital Terms of Use either by contacting us or through your Online & Mobile Banking login, under Account Settings, User Agreement.

18. Cancellation of the Zelle Service

We reserve the right to cancel the Zelle Service at any time in our sole discretion. In the event you wish to cancel the Service, you may have the ability to do so through the Service, or you may:

Contact us at: 608-755-6065 or toll free at 800-779-5555

or write to: Blackhawk Community Credit Union at PO Box 5366, Janesville, WI 53547-5366

or email to: info@bhccu.org

Any transfer that is being processed or has already processed before the requested cancellation date cannot be cancelled or refunded. Cancellation of the Service does not affect your liability or obligations under this Agreement. You further understand and agree that when you cancel the Service, you will no longer have access to the Service, but such cancellation does not cancel your other Online & Mobile Banking services or your account relationship with us.

19. Right to Terminate Access

You agree that at any time, Zelle and we reserve the right to terminate or suspend this Agreement in its entirety, or to terminate, suspend, or limit your access to or use of the Service, in whole or in part, at any time and without prior notice. This includes, but is not limited to, instances where we determine, in our sole and absolute discretion, that your use of the Service is illegal, improper, potentially damaging to the brand, potentially exposing us, Zelle, or the financial system to risk, in violation of any terms of this Agreement or any your Membership and Account Agreement, or termination or your access to the Service is necessary to protect BHCCU from potential losses. Additionally, we will terminate your access to the Service if you no longer qualify for membership, no longer have access to Online & Mobile Banking, or if you no longer have a BHCCU account.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. You understand and agree that if your BHCCU account is not in good standing, that account will not be eligible for the Service. We may determine other eligibility criteria in our sole and absolute discretion. We reserve the right to terminate or suspend our participation in the Service or with a particular Network Financial Institution at any time.

In the event your access to the Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, as in effect at the time of reactivation or reinstatement, will continue to apply to your access to and use of the Service.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE 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.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS (INCLUDING BHCCU) 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 BHCCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® 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 FINANCIAL INSTITUTIONS (INCLUDING BHCCU) IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW IN THOSE STATES, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions (including BHCCU) 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; Choice of Law; Severability

This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; applicable federal laws and regulations, including applicable principles of contract law; and to the extent not preempted by federal law, the laws and regulations of the state of Wisconsin, without regard to its conflict of laws principles or rules that would require the application of the laws of any other jurisdiction.. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which BHCCU's main office is located.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if a court of competent jurisdiction holds any portion of this Agreement to be invalid or unenforceable, that provision will be deemed to be modified to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable and will be in full force and effect, to the full extent permitted by law.

24. Miscellaneous

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

**Transactions may be delayed or unavailable due to scheduled maintenance, system upgrades, network issues, or other unforeseen circumstances. While most transactions are completed within seconds, occasional delays may occur due to fraud monitoring, regulatory compliance reviews, or technical issues.*

The Credit Union is not liable for any losses resulting from such delays.

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