

Zelle Network® Standard Terms

Last Updated: 08/16/2022

This Zelle Network Standard Terms (the “Agreement”) is a contract between you and Wescom Central Credit Union (“Credit Union”, “us,” “we,” or “our”) in connection with the Zelle Services defined herein. In addition to this Agreement, in connection with your use of the Service, you may be subject to, and/or required to agree to, account agreements, guidelines, rules, schedules, disclosures, disclaimers and other terms that we have previously provided to you or otherwise make available to you from time to time (collectively “Additional Agreements”). All such Additional Agreements are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings, or other deposit accounts, loan, line of credit and credit card accounts, and any other accounts that you may access while using the Service; fee schedules; and our About Your Credit Union Accounts Membership and Account Agreement Disclosure (“Membership Agreement”). If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement, the terms and conditions of the specific Service shall govern as to that particular Service unless expressly stated herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

1. 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.” The term “business days” means Monday through Friday, excluding Saturday, Sunday, federal and other declared holidays.

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. For the purposes of this Agreement, an account shall mean your Credit Union share or share draft account, i.e., checking account (“Account”).

c. THIS 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 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 Account. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an eligible account in the name of the minor with a parent or guardian as a co-signor or guarantor.

3. Prohibited Payments

You agree that you will not use the Service to send or receive money from 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.

4. 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.

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.

5. Amendments or Changes to Agreement

Subject to applicable law, we may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by posting the updated terms on our website at <https://www.wescom.org/zelle> we recommend that you access and review this Agreement regularly. If you find the Agreement unacceptable to you, promptly cancel your

profile and enrollment with Zelle and immediately discontinue your use of the Services. Your continued access of the Services after any amendment, modification or change to the terms and conditions of this Agreement shall constitute your agreement and acceptance to such amendment, modification or change.

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

You consent to us sharing your personal information, which may include Account information, for the following, but not limited to, reason(s):

- a. As necessary for Network Banks to complete transfers;
- b. As necessary to resolve a problem related to a transfer or payment between you and another User;
- c. To verify the existence of your Account, or debit card, as applicable;
- d. To comply with government agency or court orders or other legal process;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purpose, including without limitation data analysis and audits;
- h. As otherwise permitted by the terms of our Privacy Policy, as discussed in the Section below titled "Privacy and Information Security;" or
- i. If you give us prior verbal or written permission

7. Privacy and Information Security

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

8. 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 use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy (<https://www.zellepay.com/privacy-policy>) for how it treats your data.

9. 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 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.

10. Consent to Emails and Automated Text Messages.

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

- a. You 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 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 888-

493-7266. You expressly consent to receipt of a text message to confirm your “STOP” request.

- f. Supported Carriers: AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator.

11. 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 minutes². 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.

12. 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 or another Network Bank 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. 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. In situations where you are sending money to someone who has not enrolled as a User with Zelle, your account will not be debited until the recipient enrolls as a User with Zelle. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or 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.

13. Statements

Transactions made through the Service will appear in the online transaction history and on your periodic statement(s) for your Account.

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

15. Liability for Failure to Complete Transfers

If we do not complete a transfer you send from your Account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- a. If, through no fault of ours, your Account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
- b. The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
- c. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- d. If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable), the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.

The list of examples set out in this Section is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

16. Send Limits

For security reasons, we do not disclose send limits in this Agreement. Please contact us at [888-493-7266](tel:888-493-7266) for mobile information regarding applicable send limits.

Transfer limits applicable to Users of other Network Banks are governed by the User's Network Bank. Transfer limits applicable to Users who use the separate Zelle service website or mobile app are governed by Zelle's separate service agreements. You understand that if you use the separate Zelle transfer service website or mobile app, you may be subject to lower limits than those applicable to you using the Service hosted directly by us.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Service. All transfer limits are subject to temporary reductions to protect the security of accounts and/or the Service.

17. 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 us, 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.

18. Transaction Errors

In case of errors or questions about your electronic fund transfers, you must telephone us at [\(888\) 493-7266](tel:888-493-7266), e-mail us at mail@wescom.org, log on to eBranch and notify us using the "Chat With Us" option, or write to us at P.O. Box 7058, Pasadena, CA 91109-7058 as soon as

you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When contacting us, please make sure to:

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

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

We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally 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 provisionally credit your Account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

19. Your Liability for Unauthorized Transfers

You are responsible for all transactions you authorize using your password, security code, personal data, or other mode (including online banking or mobile application) to access your account to access this Service. **If you authorize other persons to use your password, security code, personal data, or other mode (including online banking or mobile application) to access this Service, you are responsible for all transactions they authorize or conduct on any of your accounts (even if that person exceeded the amount for which you gave permission).** If the Account is a joint account, all transactions involving the account are binding on all Account holders.

Tell us AT ONCE if you believe your account has been compromised and that someone has transferred or may transfer money from your account without your permission. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. You could lose all the money in the Accounts, (plus your maximum overdraft Line of Credit, if you have one with us). If you tell us within two (2) business days after you discover the loss or theft, you may be liable for no more than \$50, if someone accesses your Account without your permission. If you do not tell us within two (2) business days after you discover the loss or theft of your password or that an unauthorized online transfer has been made from any of your deposit Accounts, and we can prove we could have stopped someone from making a transfer without your

authorization if you had told us, you could lose as much as \$500. Furthermore, if any Account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days for a transfer from your Account after a statement showing such a transfer was transmitted, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If your delay in notifying the Credit Union was due to extenuating circumstances, we shall extend the times above to a reasonable period. If you have authorized someone else to use of your password, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

20. Fees

You are responsible for paying all fees associated with your use of the Service, including but not limited to telephone access fees and internet service fees, assessed by your telephone and internet service provider. Any financial fees associated with your Account will continue to apply.

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

You agree to access this website and/or mobile app in compliance with our Membership Agreement, which are available through your Online Banking Account on wescom.org and incorporated into and made part of this Agreement by this reference.

22. Cancellation of the Service

You may cancel the Service by calling [888-493-7266](tel:888-493-7266) or online. By canceling the Service, any pending transfers, will also be terminated, however any transfer that is in process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of Service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

21. Right to Terminate Access

In the event (i) you violate any terms of this Agreement or any other agreement with us, (ii) there are unauthorized or fraudulent transactions related to any of your accounts with us, or the use of the Service, (iii) we reasonably determined, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or (iv) we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other User, suspend or terminate:

- the Service,
- your ability to send or receive funds through the Service,
- your ability to send funds through the Service, while continuing to permit you to receive funds through the Service,
- your ability to request funds from another User, or • your ability to receive requests for funds from another User.

22. 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, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

23. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, OUR OWNERS, DIRECTORS, OFFICERS AND AGENTS, 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 WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US, OUR OWNERS, DIRECTORS, OFFICERS AND AGENTS, 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).

24. ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL; READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO PARTICIPATE IN OR BRING A CLASS ACTION AND YOUR RIGHT TO A JURY TRIAL IF YOU DO NOT OPT OUT AS PERMITTED BELOW

ARBITRATION; WAIVER OF CLASS ACTION AND JURY TRIAL. Any and all claims, causes of action or disputes of any kind that arise out of or relate to this Agreement, your accounts with the credit union or any products or services offered or provided to you by us, even if the claim, cause of action or dispute accrued or arose prior to the date this Arbitration Provision was provided to you, shall, at the election of you or us, be decided by an through binding arbitration

in accordance with the terms of this Arbitration Provision, even if you or us have already initiated a lawsuit. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. THERE SHALL BE NO RIGHT TO A JURY TRIAL. The arbitration hearing shall be conducted at a location within fifty (50) miles of your residence address at the time of such arbitration. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Consumer Arbitration Rules, which can be obtained online at www.adr.org, OR by calling the AAA at 1-800-778-7879, OR Wescom Central Credit Union will provide a copy of the Arbitration Rules via e-mail upon request submitted to mail@wescom.org.

The FAA and related federal law shall govern the interpretation, implementation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement.

The arbitrator shall have the authority to award any monetary and non-monetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The arbitration filing fee and the arbitrator's fee shall be paid by Wescom Central Credit Union. However, the parties shall be responsible for their own costs of prosecuting and defending the claims in the arbitration, including attorneys' fees.

CLASS ACTION WAIVER: THE ARBITRATION SHALL BE SOLELY BETWEEN THE PARTIES TO THIS AGREEMENT AND NO CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION MAY BE UNDERTAKEN BY THE ARBITRATOR. YOU SHALL NOT BE ENTITLED TO PROSECUTE ANY CLAIM SUBJECT TO ARBITRATION ON BEHALF OF ANY OTHER PERSON IN ANY CLASS OR REPRESENTATIVE ACTION, OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR ARBITRATION THAT IS PROSECUTED BY ANY OTHER PERSON.

Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed or appealed to a different court, such claim shall be subject to arbitration.

In the event the Class Action Waiver provided above in this Arbitration Provision is found to be unenforceable for any reason, the remainder of this Arbitration Provision shall also be unenforceable. If any provision in this Arbitration Provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

Your Right to Opt-Out

You may elect to opt out of this Arbitration and Waiver of Class Action and Jury Trial provision by sending written notice to Wescom Central Credit Union at P.O. Box 7058, Pasadena, CA 91109 within sixty (60) days after you receive and/or execute this Agreement. Opting out of this

arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement.

25. 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 us, our owners, directors, officers and agents, 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.

26. Governing Law; Choice of Law; Severability

This Agreement, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the State of California to the extent not preempted by federal law. In addition, choice of law rules shall not apply where application of said rules would result in the application of a different state's law. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated 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 to the full extent permitted by law.

27. 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, our agent's, or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

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