

Desert Financial Credit Union

Zelle® Terms of Service

This Terms of Service (the “Agreement”) is an agreement between you and Desert Financial Credit Union (“We,” “Our,” “Us,” or the “Credit Union”). This Agreement does not supersede the Statement of Terms, Conditions, and Disclosures (the “[STCD](#)”) or the Online Banking and Mobile Banking Terms and Conditions, (the “[Online Terms](#)”) that apply to members of the Credit Union and the accounts they hold at the Credit Union. Capitalized terms not defined herein shall have the meanings ascribed to them in the STCD. To the extent of a conflict between this Agreement and the STCD, this Agreement shall control. The STCD is available at www.desertfinancial.com/terms.

1. Definitions

- a. “Account” means a deposit account with Desert Financial Credit Union to which payments and credits will be received and credited and from which payments you send will be debited.
- b. “Cancelled” means funds will not be sent or processed for any reason.
- c. “Complete” means funds have been successfully processed and transferred from the sender to the recipient. Complete does not mean that funds are available in the Pay To Account.
- d. “Network Financial Institution” means a financial institution that participates in the Zelle digital payment network, allowing its customers to send and receive money through the Zelle platform directly from their accounts.
- e. “Network Operator” refers to Early Warning Services, LLC, Zelle, or its affiliates.
- f. “Pay From Account” means the deposit account from which funds will be transferred.
- g. “Pay To Account” means the deposit account to which funds will be transferred.
- h. “Pending Transfers” means any transfer that has been initiated but has not been effectively Cancelled or Completed.
- i. “Sender” refers to the individual that initiates transfer of money through the Service.
- j. “Recipient” refers to the individual that receives money through the Service.

2. Description of Services

- a. We have partnered with the Zelle Network® (“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 “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.

- d. To help protect you from fraud and scams, the Service should be used for payments between friends, family, and others you trust and should not be used to pay for goods from recipients with whom you are not familiar. The Service is not intended, and should not be used, for the purchase of goods from retailers, merchants, or the like, including on or through social media or social media marketplaces or messaging apps. Neither we nor Zelle offer purchase protection for non-receipt, damage, or "not as described" claims related to the purchase of goods and/or services
- e. We reserve the right to decline or block a transfer we determine, in our sole discretion, is originating from contact through social media.
- f. We may request information from you (for example, when you set up a payment or add a recipient) regarding the purpose of the payment, the method of contact with your recipient, or other details we deem appropriate to assess whether your payment has elevated fraud or scam risk, or is an illegal, ineligible or improper payment. You agree to provide the requested information if asked.
- g. We may in our discretion decline payments, restrict your use of the Service, or take other actions to protect You and Us if you do not respond truthfully to questions we ask or if you otherwise engage in risky use of the Service, which includes alleged deceit, fraud, or material misrepresentations in providing information about your payment.
- h. Any failure to delay, decline or block an ineligible payment does not constitute a waiver of our right to so do for future payments.

3. Eligibility and User Profile

When you enroll to 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 and that you are at least eighteen (18) years of age. You must be registered for Online Banking for a minimum of thirty (30) days, maintain an active Online Banking account per our Online Terms, and your Account must be in good standing to be eligible to use the Service. If you do not utilize Online or Mobile Banking for six (6) consecutive months, you may be required to re-register and be prohibited from sending Zelle transfers for a period of thirty (30) days. We may determine other eligibility criteria in our sole discretion.

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 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.

We may amend these Terms of Service at any time. You will be required to accept the amended terms before resuming use of the Service.

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

By using the Service you agree that some personal information, including your account number, shall be shared with Zelle and other financial institutions participating in the Zelle Service. These institutions will keep your information confidential and obey all applicable laws regarding such information.

5. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our [Privacy Notice](https://www.desertfinancial.com/privacy) at www.desertfinancial.com/privacy, which is incorporated into and made a part of this Agreement by this reference.

6. Wireless Operator Data

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless 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.

7. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time. You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice Over Internet Protocol number.
- 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
- d. 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, or we receive information that you are not the owner of the mobile 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.
- e. 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.

8. 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, or that you have the delegated legal authority to act on behalf of the owner of such email address or U.S. mobile phone number, 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 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. 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 20736. For help or information regarding text messaging, send HELP to 20736. You expressly consent to receipt of a text message to confirm your "STOP" request.

9. Receiving Money; Money Transfers by Network Financial Institutions

Once a User initiates a transfer of money to your email address or mobile phone number, 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, 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.

10. 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 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 with the email address or U.S. mobile number to which you initiated the payment and the transaction is Pending. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank 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.

11. 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 typographical or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER 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 IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

Note that neither we nor Zelle provide purchase protection for payments made for goods or services. This means we are unable to assist with claims related to non-delivery, quality issues, or misrepresentation. The Service is not intended for the purchase of goods from retailers, merchants, or the like, including on or through social media or social media marketplaces or messaging apps. We recommend only sending money to people you know and trust.

12. Send Limits

There is a limit on the amount you may send using Zelle which we may alter at any time in our sole discretion and without notice to you. To protect your account, we place a daily dollar send limit on Zelle payments sent from your Pay From Account, even if your available balance is higher than the daily limit. We may allow transfers that exceed your limits in our sole discretion and without notice to you. We may also temporarily reduce your limits without notice for security purposes or otherwise in our discretion. We may refuse to process any transaction that exceeds the applicable limits or to protect the security of your account, Us or the financial system.

13. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request or

sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our 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.

14. Transaction Errors

You are responsible for reviewing the Zelle transaction activity on your Account. If you believe there is a transaction error you must notify us as soon as possible by calling (602) 433-7000 or (800) 456-9171, visiting a branch location, or writing to us at: Payment Operations, Desert Financial Credit Union, P.O. Box 2945, Phoenix, AZ 85062-2945. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

15. Your Liability for Unauthorized Transfers

If your account is primarily for a business purpose, then this section does not apply to you.

If you allow other persons to use the Service or your Access Device, you are responsible for any transactions they authorize from your accounts.

LIABILITY FOR UNAUTHORIZED TRANSFERS.

- a. Notify Credit Union AT ONCE if you believe your Access Device has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell Credit Union within two (2) business days of the time you learn of the loss or theft of your Access Device, you can lose no more than fifty dollars (\$50) if someone used your Access Device without your permission.
- b. If you do NOT notify Credit Union within two (2) business days after you learn of the loss or theft of your Access Device, and Credit Union can prove it could have stopped someone from using

your Access Device without your permission if you had told Credit Union, you could lose as much as five hundred dollars (\$500).

- c. Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, notify Credit Union at once. If you do not notify Credit Union within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that Credit Union could have stopped someone from taking the money if you had told Credit Union in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Credit Union, Credit Union may extend the time periods.
- d. You agree not to disclose or otherwise make your Access Device available to anyone without our prior written consent. If you furnish your Access Device and grant authority to make transfers to another person (such as a family member or co-worker) who exceeds the authority given, you will be fully liable for the transfers unless you have notified Credit Union that transfers by that person are no longer authorized. For security reasons, please memorize your PIN or Phone Access Line PIN. Do not write any of your PINs on your card or keep it in the same location as your card.
- e. To the extent permitted by applicable law, failure to comply with these instructions may result in your full liability for any unauthorized transactions.

16. Liability for Failure to Complete Transfers

We shall have no liability for any transfers which were not successfully completed. You agree that you, not we or Zelle, are responsible for resolving any payment or other disputes that you have with any other User with whom you send money to, or receive OR REQUEST money from, using the Service.

17. Fees

We do not charge a fee to use the Service. However, if we process a transfer in accordance with your instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the STCD and Online Terms. Fees are subject to change from time to time upon notice to you as may be required by law.

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.

18. Use of Our Mobile App

You agree to use the Service in compliance with our [Online Terms](https://www.desertfinancial.com/OLBdisclosures), which are available at <https://www.desertfinancial.com/OLBdisclosures> and incorporated into and made part of this Agreement by this reference.

19. Cancellation of the Service

You may cancel the Service by calling Us at 1-800-456-9171 or visiting Us in a branch. By canceling the Service, any Pending transfers will also be terminated, however any transfer that is Pending cannot be

Cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

20. Right to Terminate Access

We or Zelle may terminate or suspend this Agreement or terminate, suspend, or limit your access to or use of the Service at any time, without prior notice, and for any reason including, but not limited to, your use of the Service which deem to be: (i) illegal, (ii) ineligible or improper, (iii) inconsistent with this Agreement, our policies, the STCD or Online Terms, (iv) potentially associated with scams or fraud, (v) brand damaging, or (vi) potentially exposing us, Zelle, or the financial system to risk.

21. 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.

22. 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 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 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 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).

23. 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 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.

24. Governing Law; Choice of Law; Severability

GOVERNING LAW; VENUE. Each of your accounts is governed by the laws and regulations of the United States (including the Federal Reserve Board and National Credit Union Administration) and Arizona state law.

SEVERABILITY. If any provision of this Agreement is declared to be invalid, unenforceable, or illegal, that part will not affect the validity of the other provisions.

25. Miscellaneous

- a. 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 the control of us or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays.
- b. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.
- c. In the event of a dispute arising under or relating in any way to this Agreement or to the Service, you and we agree to resolve this dispute by looking to the terms of the STCD. You acknowledge and agree that for any claims or disputes you assert against Zelle and the Network Operator, Zelle and the Network Operator are entitled to enforce this provision against you.