

# **Zelle Terms of Service Addendum**

## **1. Description of Services**

- a. This *Zelle* Terms of Service Addendum is an agreement between you and Generations FCU and its affiliates (“The Credit Union” or “we”). The Credit Union has partnered with the Zelle Network<sup>®</sup> (“*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”). The Credit Union 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 transmitted by a Network Financial Institutions.
- c. *Zelle* 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**

To be eligible for the use of *Zelle*, your account must be in good standing. All shares and loans must be current.

When you enroll to use the *Zelle*, you agree to the terms and conditions of this Addendum. You represent that you have the authority to authorize debits and credits to the enrolled 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 but not limited to, 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. For Clarity, any use of the Service in any way related to or associated with criminal activity, discriminatory speech or conduct violation of intellectual property rights, or the exploitation of any individual is not permitted.

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 registering 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 the Credit Union believes that you are using the Service for business or commercial purposes, or for any unlawful purpose.

When I enroll, I must provide the Credit Union with an active email address that I regularly use and intend to use regularly (i.e. no disposable email addresses) and/or a permanent mobile phone number that I intend to use for an extended period of time (i.e., no disposable or "burner" mobile phone numbers).

I represent and warrant that the following also applies to any mobile phone numbers I use to enroll in the *Zelle* Service:

The mobile phone number provided is a valid number (i.e., the phone number is not a landline, Voice over IP ("VoIP") or Voice or similar number);Google

The mobile phone number is active, in my name or I am associated with the mobile phone account, and the mobile phone number is associated with a U.S. mobile network operator;

The mobile phone number is not an international number (i.e., does not have an international subscriber identification module (SIM) Card.

Mobile phone numbers deactivated by the U.S. mobile network operator will be deactivated from *Zelle*.

In the event you violate any terms of this Addendum, there are unauthorized or fraudulent transactions related to your funding account, Deposit account or use of the Service, or 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 Service participants, suspend or terminate:

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

### **3. Consent to Share Personal Information (Including Account Information)**

By accepting this Addendum, I consent to the Credit Union's disclosure of my personal information (including, but not limited to, "nonpublic personal information" as defined under the federal Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Act, including but not limited to, 12 C.F.R. § 313.3(n), as amended from time to time) (including the Credit Union's account information) to *Zelle*, other Network Financial Institutions, or other third parties in accordance with the Credit

Union's Customer Privacy Statement and Internet Privacy Disclosure. I understand and acknowledge that this information will be used by the Credit Union, *Zelle*, other Financial Institutions, or other third parties for the purposes of processing payment transactions, as well as for investigations related to payment transactions or alleged or suspected fraud with regard to payment transactions.

#### **4. Privacy and Information Security**

You authorize us to disclose information about you, including your e-mail addresses and/or mobile phone numbers associated with your use of the Service to Network Financial Institutions and *Zelle* to process and route transfers to and from your designated Generations FCU accounts. You also authorize us to store information you provide about the Users you send money to for your future use. We may also disclose information to third parties about you and your account as necessary to complete transactions and provide the Service.

The Credit Union makes security and the protection of your information a top priority. You can access our Privacy Policy Disclosure at <https://www.mygenfcu.org/security-privacy/>.

#### **5. Wireless Operator Data**

The Credit Union 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 *Zelle* Service. By using the *Zelle*, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to the Credit Union or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See *Zelle's* Privacy Policy <https://www.zellepay.com/legal/website-privacy-notice>

#### **6. Enrolling for the Service**

- a. You must provide the Credit Union 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 the Credit Union to debit 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, the Credit Union 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 the Credit Union are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that the Credit Union 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*.

## **7. Consent to Emails and Automated Text Messages**

By participating as a User in *Zelle*, 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 Addendum. 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 the Credit Union 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, as message and data rates may apply.
- b. You will immediately notify the Credit Union 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 the Credit Union or *Zelle* or that the Credit Union 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 the Credit Union 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 the Credit Union or *Zelle*, including messages that you may send through the Credit Union or through *Zelle* or that the Credit Union 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 (210) 230-9381. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Only U.S. carriers are supported for the *Zelle* Services I receive through the Credit Union

## **8. Receiving Money; Money Transfers by Network Financial Institutions**

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 the Credit Union 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, the Credit Union, *Zelle* and the other Network Financial Institutions, the Credit Union may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. The Credit Union may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If the Credit Union delay or block a payment that you have initiated through a request for money, the Credit Union 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 Addendum and the procedures of the business or government agency that is sending you the payment.

## **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 that use of this Service by you shall at all times be subject to (i) this Addendum, and (ii) your express authorization at the time of the transaction for the Credit Union 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 Financial Institution, the money is sent directly to their 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, the Credit Union, *Zelle* and the other Network Financial Institutions, the Credit Union 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 Financial Institution, 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. I understand that if the recipient does not enroll with *Zelle* using the email address or mobile phone number I provide within fourteen (14) days of receiving the payment notification, the Credit Union may cancel the transaction.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If the Credit Union delays or blocks a payment that you have initiated, the Credit Union will notify you in accordance with your User preferences (i.e. email, push notification).

The Credit Union has no control over the actions of other Users, other Network financial institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **10. Liability**

Neither the Credit Union nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of the Credit Union or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither the credit union nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the *Zelle* Service.

The *Zelle* 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. The credit union, nor *Zelle* offers 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).

## 11. Send Limits

The Credit Union's transfer limits are set forth on the *Zelle* FAQ page of the Generations FCU website at [www.mygenfcu.org/zelle](http://www.mygenfcu.org/zelle). Transfer limits, if any, applicable to the holder of an account at another Network Financial Institution may also apply in accordance with the terms of the *Zelle* Service at the applicable Network Financial Institution.

## 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 the Credit Union 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 the Credit Union 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, the Credit Union may decide or *Zelle* may decide, in our sole discretion, that the Credit Union will not send a reminder or repeat request to that User.

By accepting this Addendum, 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 the Credit Union or by *Zelle*. Neither the Credit Union 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.

The Credit Union reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if the Credit Union deems such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

### 13. Transaction Errors

Neither Generations FCU nor *Zelle* shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of The Credit Union or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither the Credit Union 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. Neither the Credit Union nor *Zelle* 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).

### 14. Your Liability for Unauthorized Transfers

Please refer to the Electronic Funds Transfers Agreement and Disclosure for information about your rights and liability for unauthorized transfers. Transfers made based on incorrect information you provide are not unauthorized transfers.

**MEMBER LIABILITY** — You are responsible for all transactions you authorize using your services under the Electronic Funds Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your account, card or access code has been lost or stolen, if you believe someone has used your account, card or access code or otherwise accessed your accounts without your authority, 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 a transaction was made with your account, card or card number without your permission, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your account, card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call: 210.229.1800 800.232.8178 or write to: Generations Community Federal Credit Union PO Box 791870 San Antonio, TX 78279-1870 You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**Duty to Report Unauthorized or Erroneous Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of the Membership and Account Agreement at <https://www.mygenfcu.org/security-privacy/>

If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us **AT ONCE**, by calling (210) 229-1128 or (800) 232-8178 or writing us at Generations Community Federal Credit Union P. O. Box 791870, San Antonio, TX 78729-1870.

## **15. Liability for Failure to Complete Transfers**

In most cases, when you are sending money, 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 Financial Institutions, the Credit Union 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 registered as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Financial Institutions, they will receive a text or email notification instructing them on how to register to receive the money. If the recipient does not register an account using the email address or mobile phone number you sent to within fourteen days, the Credit Union will cancel the transaction and return the funds. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register 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. The Credit Union have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **16. Fees**

There is currently no service charge for using the *Zelle* Service. If, however, the Credit Union processes a transfer in accordance with my instructions that overdraws my designated account, the Credit Union may assess a fee or charge interest for any such overdraft in accordance with the terms of my Membership and Account Agreement and Fee Schedule. The Credit Union will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to my designated account. I will be responsible for paying any mobile phone provider or operator charges, or utility charges and/or Internet access service fees incurred while using mobile phone and/or Internet access services to connect with the *Zelle* Service. Fees are subject to change from time to time upon notice to me as may be required by law.

## **17. Use of Our Online Banking Site and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our Terms and Conditions, which are available at <https://www.mygenfcu.org/security-privacy/> and incorporated into and made part of the GFCU Online Access Agreement and Disclosure Statement.

## **18. Right to Terminate Access**

In addition to the Credit Union's other suspension or termination rights listed under this Addendum, the Credit Union reserves the right to suspend or terminate this Addendum and my use of the *Zelle* Service if, in the Credit Union's sole discretion, (i) I violate the terms of this Addendum, (ii) I fail to meet any requirement that either the Credit Union or *Zelle* imposes with regard to either my enrollment information or any required update of my enrollment information, or (iii) I am suspected of conducting, or have conducted, unauthorized or fraudulent transactions using the *Zelle* Service or have conducted *Zelle* transactions that otherwise violate applicable law.

## **19. Disclaimer of Warranties**

Except as otherwise provided herein, and subject to applicable law, *Zelle* makes no express or implied warranties, representations or endorsements whatsoever with respect to the service. *Zelle* expressly disclaims all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the service described or provided. *Zelle* does not warrant that the service will be uninterrupted, timely, secure or error-free, or that defects will be corrected. The services are provided on an "as is" and "as available" basis.

## **20. 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 *Zelle*'s service or with the terms of this addendum 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).

## **21. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Addendum, you agree to indemnify, defend and hold harmless Generations FCU, *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 Addendum.

## **22. Miscellaneous**

Subject to the terms of this Addendum, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle*'s control. Live customer service generally will be available Monday through Saturday, excluding US bank holidays.

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