

## Credit Union of Denver's cud online Disclosures

Please read this disclosure carefully and keep it for future reference. This disclosure contains your rights and obligations for Online Banking (cudonline), and how it is regulated, controlled, or impacted by several different government regulations. cudonline and Bill Pay services are electronic funds transfers (EFTs) that are electronically initiated transactions involving your deposit accounts. This defines the disclosures and terms that apply to your use of our cudonline banking product.

By submitting the authorization for cudonline service, or by accepting or using the Access Code to make any online banking transactions, you agree to be bound by these terms and conditions. Credit Union of Denver's (C·U·D) cudonline service allows you to make transfers, inquiries, and loan advances on your credit union accounts. In addition, to transact business, you will need a Personal Identification Number (PIN) which is your password/security code.

From time to time, some, or all of the cudonline banking service features may not be available due to system maintenance. Please refer to [www.cudenver.com](http://www.cudenver.com) for regular maintenance times and dates.

The types of services, products, and transactions cudonline is capable of handling are indicated below. Some of these transactions may not apply to your account.

### CUDeals

#### Credit Union of Denver's CUDeals Terms and Conditions

These Terms and Conditions govern the Credit Union of Denver (C·U·D) CUDeals program. Your click accepting these CUDeals Terms and Conditions or requesting to "View Offers", your participation in CUDeals, or your acceptance, redemption, or receipt of any offer or reward made available in connection with CUDeals, constitutes your acceptance of and agreement to these CUDeals Terms and Conditions. We may amend these CUDeals Terms and Conditions from time to time, and any subsequent use of CUDeals constitutes your acceptance of any amendment.

Details on CUDeals and instructions on how to use the program are shown in C·U·D 's online banking CUDeals pages.

Only the C·U·D debit card(s) associated with an eligible checking account are eligible for use with CUDeals. CUDeals rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. C·U·D reserves the exclusive and absolute right to determine card eligibility and any issues regarding interpretation of eligibility at C·U·D's absolute discretion. If you are unsure whether your card qualifies for CUDeals, please contact the Credit Union.

To qualify for CUDeals rewards, your purchase must be made as specified in the CUDeals offer. To qualify, a purchase must comply with offer specifications, such as where the purchase can be made (e.g., online, at a store location, by telephone, etc.), expiration dates, minimum purchase amounts, purchase limits, and other applicable conditions. You must pay for the purchase using your eligible debit card.

While we and the merchants work hard to properly track and credit all qualifying purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact the CUDeals support team at 303.239.1150 or 800.279.3288 if you believe you have made a qualifying purchase for which you did not receive CUDeals rewards. We will try to help with correct tracking and crediting, but we are not obligated to deliver on the offer.

All CUDeals offers and rewards are provided by participating merchants, not by C·U·D. You acknowledge and agree that the merchants are solely responsible for setting the specifications for a qualifying CUDeals purchase, and you are solely responsible for complying with such specifications to receive CUDeals rewards. The merchants are solely responsible for the content and offers presented through CUDeals. C·U·D makes no guarantees, warranties, or promises of any kind and we shall have no liability as to the version or accuracy of CUDeals offer information nor any responsibility for merchant fulfillment of any offer. Participating merchants are subject to change at any time without prior notice and from time to time. We are not responsible for the failure of a merchant to honor an offer or provide a reward after leaving our CUDeals program.

Unaccepted, inactivated, or unredeemed CUDeals offers may be withdrawn at any time by the offering merchant. Offers may not necessarily be repeated or re-offered, notwithstanding any conduct or purchasing activity on your part. If your checking account is closed for any reason prior to the crediting of any earned CUDeals reward, such reward will be forfeited in its entirety, and neither we nor the merchant shall have any liability to you.

Participating merchants are not affiliated with C·U·D or with any of our affiliated companies. We do not make, and we hereby disclaim, any representation, warranty, or endorsement with respect to: any and all participating merchants and their respective goods and services; fulfillment of any transaction between you and a merchant; any merchant's compliance with its CUDeals offer, commitment, promotion, incentive, or reward of any kind; and any merchant's policy positions or business practices. Any merchandise returns must be made to the merchant, not to or through us. If you have any claim against or dispute with any merchant concerning goods or services purchased from them, you agree that: you must resolve such claim or dispute directly with the merchant; we shall have no liability whatsoever arising out of such claim or dispute; and you will not involve us in such claim or dispute.

CUDeals is offered at our sole discretion, and we have no obligation to continue CUDeals or to make CUDeals available at or during any particular time, or at all. We reserve the right to amend, cancel, change, discontinue, or suspend CUDeals, in whole or in part, at any time at our discretion and without notice to you, and any such action shall be effective as of the time we determine.

You agree that any CUDeals notice, including (without limitation) any notice of a change in terms, may be provided to you electronically by posting on our website, sending it via email, or sending you an email notifying you that it is available on our website. Any notices sent by email will be sent to your email address on record with us. It is your responsibility to keep your email address updated with us. It shall be your responsibility to periodically review the CUDeals Terms and Conditions at our website to stay aware of the most current Terms and Conditions. We may also send you any CUDeals notices (or copies of them) on paper, any time at our discretion.

All terms, conditions, and agreements governing your C·U·D membership, accounts and services remain in full force and effect, and are not in any way conditioned on the availability or operation of the CUDeals program.

You will be solely responsible, indemnify and hold C·U·D harmless from any taxes resulting from any CUDeals rewards. You are also solely responsible for any taxes, fees or charges associated with claiming any CUDeals offer or reward. The program is void where prohibited by law, and we shall have no liability whatsoever in the event any applicable law restricts or invalidates any CUDeals offer or reward.

Your participation in CUDeals is strictly voluntary and you may decline to participate at any time, by simply not clicking on a "View Offers" link. We shall have no liability for, and you hereby absolutely and unconditionally release and discharge us (including our and our affiliates' officers, directors, agents, representatives and employees) from any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to (i) the CUDeals program, (ii) any participating merchant's performance or non-performance of any program obligations (including without limitation, fulfillment of any offer or reward), (iii) any goods or services obtained by you from a participating merchant, and (iv) any act or omission by a participating merchant in connection with any transaction between you and such merchant. In the event you are dissatisfied or aggrieved in any way with respect to CUDeals, your sole and exclusive remedy as between you and us shall be to decline further participation in the program.

We may provide links from our website to third party websites, such as participating merchants' websites or others, in connection with CUDeals. We do not own, operate, control, or maintain such third-party websites, and any links to such websites are provided strictly for convenience. If you click a link for a third-party website, you will be leaving our website and navigating to the third-party website. We do not control nor are we responsible for the content of any third party website; we do not endorse or guarantee any products, services, information, or recommendations provided by or through any third party website; and we are not liable in any way for any products or services shown on or provided by or through any third party website. Third party website privacy, information-sharing and security policies and procedures are separate and distinct from ours, so please be aware that a third-party website may not be as secure as ours.

These CUDeals Terms and Conditions constitute the current, valid agreement between you and us with respect to CUDeals and your participation in the program. These CUDeals Terms and Conditions replace and supersede all prior versions and any other rewards program that CUDeals has replaced. Any frequently-asked-questions and other CUDeals information is published on our website (collectively, "FAQs") are incorporated by reference and made a part of these CUDeals Terms and Conditions; provided, however, that in any conflict between FAQs and these CUDeals Terms and Conditions, these Terms and Conditions shall control. These CUDeals Terms and Conditions shall be governed by the laws of the State of Colorado, without regard to any conflicts of law principles that would choose another state's law. No delay or omission on our part shall impair any right or remedy available to us or be construed as a waiver of any right or remedy; nor shall any single or partial exercise of a right or remedy preclude full exercise thereof or the future exercise of that or any other right or remedy. No waiver shall be valid unless in writing and signed by our authorized representative. A waiver of any right or remedy on any one occasion shall not be construed as a bar or waiver for future occasions. We shall have sole and absolute authority in interpreting and administering CUDeals and these Terms and Conditions, and our decision on any such matter shall be binding on you. If any provision of these CUDeals Terms and Conditions is found by a court or arbitrator to be invalid, you and we hereby authorize the court or arbitrator to endeavor to give effect to the parties' intentions as reflected in the provision, and if such a construction is not reasonably possible, such provision shall be severed from these CUDeals Terms and Conditions, and all other provisions shall remain in full force and effect.

## **AT THE PRESENT TIME, YOU MAY USE ONLINE BANKING SERVICES TO**

- Obtain various account information related to any of your share or loan accounts including current balances, dividends posted, loan interest and payoff balance, due dates, and scheduled loan payment amounts;
- Obtain 90-day account history information;
- Transfer funds from your Line of Credit Overdraft Loan (suffix 60);
- Transfer funds from your Checking, Prime Share, Special Share, or Money Market accounts to make your loan payments;
- Transfer funds from your account to another account (cross account transfer) at the Credit Union of Denver by prior written approval of the credit union;
- View copies of cleared checks;
- Sign up for and access to eStatements (electronic statements);
- Receive account Alerts;
- Export account history and information into Quicken;
- Obtain tax information, including interest paid and dividends earned for year to date and for the previous year;
- Obtain selected dividend and interest rates;
- Access your C·U·D MasterCard balance and history;
- Schedule payments to C·U·D MasterCard;
- Edit or update your member information/profile;
- Other enhancements, transactions, inquiries, or calculations, that may be made available on the cudonline system from time to time.
- Bill Pay – Sign up for electronic bill payment authorization
- Credit Score and More – sign up for credit monitoring service
- Moneydesktop - sign up for MX moneydesktop

## **YOU MAY NOT PERFORM THE FOLLOWING TYPES OF TRANSACTIONS WITH CUDONLINE**

- Transfer funds from your Home Equity Line of Credit
- Make IRA Contributions
- Withdraw or transfer from your Certificate of Deposit or IRA Certificate Account Funds
- Withdraw money from your Holiday account
- Pay your Credit Union of Denver Student Loans
- Perform other transactions with vendors who supply service to Credit Union of Denver

## **ALERTS**

With cudonline Alerts, you can ask us to send you automated messages about your account to either your email address or to your mobile device. Each Alert becomes effective after you setup and activate it in the Alerts menu.

You can manage the types of your Alerts, and you can suspend or stop any Alert at any time. We reserve the right to change the types of Alerts available or terminate Alert service at any time without notice to you. Please be aware that Alerts are not encrypted, so anyone with access to your e-mail or mobile device will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alerts are normally processed daily at the end of each business day and are not real-time. Alert information may also be subject to other time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any Alert, whether within or outside our control. In requesting Alerts, you agree that the Alert service is a courtesy to you, and as such Credit Union of Denver will not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; any errors in Alert contents; or any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the email address and mobile device number you specify. If you change your email address or mobile device number, you are responsible for informing us of the change.

## **ID CHECK®**

All cudonline users are required to set up the ID CHECK security feature. ID CHECK provides added security to help prevent fraud when you access your Credit Union account(s) online. You will be able to select a series of challenge questions and answers to validate your identity as well as change these questions and answers at any time in cudonline. Your answers to these challenge questions are encrypted to provide additional security. You and your joint account owners will need to set up the questions together so either of you can answer if prompted. In order to ensure the safety of your account information, please refer to the cudonline User Precautions listed in this disclosure.

## **LIMITATIONS**

You agree to the following limitations when you use the described cudonline privileges.

Information concerning your accounts may only be obtained through a computer and modem, workstation setup, or similar devices that meet certain specifications to access the Internet.

We may set up a "lock out" feature which may deny access if there are too many invalid PIN tries or other irregular transactions on the account.

## **BUSINESS AND PROCESSING DAYS**

Our Business Days are Monday through Friday, excluding federal holidays. The Processing Day cut-off time is 6:00 p.m. Mountain time, after which transactions will reflect an effective date of the next Processing Day. Similarly, transactions that you initiate on a non-Processing Day (Sunday or federal holidays) are effective dated the next Processing Day. cudonline is generally available 24 hours per day, seven days per week, 365 days per year. However cudonline may be interrupted for a short time weekly for data processing and or periodically for servicing or updates.

## LIMITS ON TRANSFERS AND TRANSACTIONS

The following accounts may have limitations on the number and types of transfers allowed in a calendar month or statement cycle:

- Prime Share
- Multiple Share
- Special Share
- Money Market
- High Yield Money Market
- Liquid Asset
- Youth Share
- Transfer to Minors
- Business Savings
- Trust Share
- Representative Payee

The types of transfers that may be restricted include:

- Transfers via telephone and/or data lines, including through the Call Center, Call-24, email, and online banking.
- Transfers that occur due to an overdraft in your Checking account.
- Pre-authorized transfers to a third party, this includes but is not limited to health clubs, investment funds, insurance, etc.
- Transfer orders received through Automated Clearing House (ACH) channels.

If a transfer request exceeds the allowable number of transfers for the period, you may be charged an Excess Transfer fee and/or the funds may not be transferred as requested. BOTH THE NUMBER OF ALLOWABLE TRANSFERS AND THE EXCESS TRANSFER FEE ARE LISTED ON THE RATE & FEE SCHEDULE. All accounts may be subject to additional account limitations and fees as outlined in the Rate & Fee Schedule and the Truth in Savings Act Disclosures. This limitation does not apply to transactions conducted at ATMs, in person or by mail. Internal transfers to make payments to your C·U·D loan accounts and requests for withdrawals by check made payable to you are also excluded from this limitation. Federal law provides that if you continually violate these limits, C·U·D may be obligated to close your account. Limits to Available Balance. You may not exceed the Available Balance in your account on the day that the transfer is made. C·U·D reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account balance below the required amount or otherwise require C·U·D to increase its required reserve on the account. Overdraft protection is not automatically triggered to cover “Non-sufficient funds” transactions. We reserve the right to limit the frequency and dollar amount of any transaction at any time for security reasons.

## STATEMENTS

From the date of your first cudonline transaction, you will receive a monthly statement that reflects the activity on your account, including your cudonline transactions. If you do not have any electronic funds transfers, you may only receive a statement once each quarter. No other receipts will be mailed.

## SECURITY CODES

Initially when you sign up for cudonline access, you will use your Call24 Personal Identification Number (PIN) as your PIN. Once validated by the system, you will choose a new PIN for cudonline. It should remain confidential and should not be written near your computer or disclosed to a third party. You agree not to make your PIN available to anyone not authorized to sign on your accounts. Remember that anyone who has the PIN may use that access to change the PIN on the account! If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by changing the PIN. If you fail to maintain the security of any PIN and the credit union suffers a loss, we may terminate any or all of the services under this agreement as well as any other credit union deposit or loan service you may have.

You may authorize the JOINT OWNERS of your account to access Credit Union of Denver's cudonline by disclosing your PIN to them. You understand and agree that the PIN grants such persons unlimited access to all depository & loan accounts linked to your account. It also grants unlimited access to anyone to whom such persons may share your PIN without your knowledge or consent. Access to loan accounts may include personal loan information and transaction history on your Credit Union of Denver credit card and Home Equity Line-of-Credit (HELOC). You understand and agree to pay and be responsible for, and indemnify the Credit Union from, all transactions initiated by you or anyone to whom you disclosed your PIN, and all transactions initiated by anyone who received your PIN directly or indirectly through another party to whom you disclosed your PIN. In addition to your liability for any indebtedness created through the use of cudonline privileges, the Credit Union may at its sole option elect to also hold a user of the cudonline system, if other than you, liable for any transactions or indebtedness charged to your account(s) through the use of the cudonline system. The obligation of two or more parties will be joint and several, meaning that all signers on the account will be responsible for repaying all, or any portion of, any such charges or indebtedness, without regard to the liability of the other signers.

## **INFORMATION ABOUT "COOKIES"**

To provide better service and a more complete and effective website, we use "cookies" as part of our interaction with your browser. A "cookie" is a short piece of data, not code, which is sent from our web server to your web browser when you visit our cudonline site. This "cookie" is stored on your machine but is not an executable program.

## **EQUIPMENT REQUIREMENTS**

To access, view and retain communications from us, you need:

- A personal computer, or mobile device with a secure web browser and/or operating system that meets our device and browser requirements. Compatibility requirements may change;
- An internet service connection;
- Mobile devices require download and installation of the Credit Union of Denver IOS (apple) application or CUD Android application.
- Local, electronic storage capacity to retain our communications and/or a printer to print them;
- A valid email account and software to access it;
- Software that enables you to view and print or save files in Portable Document Format (PDF). If you can read and print or save these terms, you have the hardware and software necessary to access, view and print or save communications we may provide in PDF;

You are responsible for the installation, maintenance, and operation of your home computer, modem, and software, including maintaining current anti-virus software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer and related equipment.

## **CONSUMERS LIABILITY FOR UNAUTHORIZED TRANSFERS; ADVISABILITY OF PROMPT REPORTING AND TELEPHONE NUMBER AND ADDRESS FOR NOTIFICATION**

Tell us at once if you believe your cudonline PIN has been lost or stolen, that someone has transferred or may transfer money from your account without your permission, that your account has been compromised in some fashion, or that any other unauthorized electronic fund transfer has been or may be made. You agree to immediately call or write:

**Credit Union of Denver**  
**PO Box 261420**  
**Lakewood, CO 80226-9420**  
**303.234.1700**  
**800.279.3288**

Telephoning is the best way of keeping your possible losses down. If you believe your cudonline PIN has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can establish we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500.00.

If your monthly statement from us shows transfers or transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the entire amount of the transaction if we can establish we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time period.

When you contact us to report an unauthorized transaction, you will be required to tell us your name and account number, describe the error or the transfer you are unsure about, 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 orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. However, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-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 funds 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 your written statement within ten (10) business days, we may not re-credit your account. We will tell you the results of our investigation within three (3) business days after we finish our investigation.

## **FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time and in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. By way of example we will not be liable if:

- Through no fault of the Credit Union, you do not have enough money in your account or sufficient collected funds to make the transfer;
- You used the wrong access code, or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and bill payment transactions;
- The system was not working properly, and you knew about the breakdown before you started the transfer;
- The system is unavailable due to system maintenance;
- Circumstances beyond the control of the Credit Union (such as fire, flood, computer, or telephone system malfunction) prevent the transfer despite reasonable precautions we have taken;
- The transfer would violate another agreement between you and the Credit Union;
- Your account is "frozen" because of a court order or your PIN has been reported lost or stolen;
- The transfer would cause your line of credit overdraft loan or other loan to exceed the approved limit or if you are delinquent on any loan payments; Transfers from certain savings accounts may be limited in any one calendar month per section 37 of the Membership & Account Agreement;
- You have not given us complete, correct, and current instructions so the Financial Institution can process a transfer or bill payment;
- The error was caused by a system beyond our control, such as your Internet Service Provider;
- You do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
- We make a timely bill payment, but the payee nevertheless does not credit your payment promptly after receipt; or
- There are other reasons preventing us from processing your transaction as you instructed.

## **THIRD PARTY TRANSACTIONS**

We will not disclose any information to third parties in regard to your accounts, your balances, or any transactions made with the exception of: a) when it is necessary to complete the transaction; b) when it is in compliance with applicable law, government agency or court orders; c) when the third party needs to verify the existence or condition of your account when it is lawful to do so; d) when you give us written permission or; e) to business partners when deemed necessary to provide competitive products and services to our members.

## CHANGE OF TERMS

The Rules and Regulations governing the operating procedures may be revised or amended by the credit union at any time and every effort will be made to notify the membership before such change.

Subject to any notice required by law, we reserve the right to change any of the terms of the electronic funds transfer services described in this disclosure and/or terminate your right to use cudonline at any time, for any reason. Prior notice may not be given if an immediate change is necessary to (a) protect the security of your account (b) prevent loss to the Credit Union, (c) protect the electronic funds transfer systems. Use of the service is subject to existing regulations and any future changes in those regulations.

## APPLICABLE LAW

This agreement shall be construed and interpreted in accordance with the laws of the state of Colorado, except to the extent that federal law applies. It is also governed by the bylaws of the credit union, and local clearing house rules as amended from time to time.

## TERMINATION OF ELECTRONIC FUNDS TRANSFER SERVICES (EFT)

You may terminate this agreement or any EFT service under this agreement at any time by notifying the credit union in writing and ceasing to use your PIN. The credit union may also terminate this Agreement at any time without prior notice by notifying you orally or in writing. We may also program our computer not to accept your PIN for any EFT service. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

## ENFORCEMENT

In the event either party brings legal action to enforce this Agreement or collect overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. You acknowledge and agree to be bound by the dispute resolution provisions of the Membership and Account Agreement, including but not limited to the arbitration and waiver of class action. If there is any conflict between the terms of this Agreement and the Membership and Account Agreement, the Membership and Account Agreement shall control.

Access to the cudonline service is subject to credit union approval, and the online service subject to withdrawal, suspension, or termination by the credit union at any time, without prior notice to you. By your use of the cudonline service you are acknowledging your agreement to the terms and conditions set forth in this Disclosure, and agree to indemnify and hold the credit union harmless from any and all loss, cost, expense or damage stemming from your use or misuse of the cudonline service, and any harmful computer code introduced by you into any credit union systems.

## USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using cudonline. The following suggestions may be helpful:

- Compare your records with the account statements you receive.
- Carefully read account information displayed on-screen and compare it with your records and account statements.
- Protect the secrecy of your Password. Do not tell anyone your Password. Do not write your Password where it can be discovered. For example, do not keep a note of your Password in your wallet or purse, or on or near your computer.
- Prevent others from seeing you enter your Password by using your body to shield their view.
- Protect your computer by installing antivirus software of your choice. Keep your antivirus software up to date.
- For Mobile devices using the Android operating system, do not enable Android's "install from unknown sources" feature.
- Notify the credit union and your carrier immediately if the mobile device is lost or stolen so that it can be deactivated.
- Do not modify the mobile device as it may disable important security features.
- Check your credit union account frequently and notify the credit union of any unauthorized transactions.
- Adopt safe practices as you would using a personal computer, including not opening attachments or clicking on links contained in email received from unfamiliar sources.



If your Password is compromised, promptly notify us. You should consult the electronic funds transfer disclosures for additional information about what to do if your computer or Password is lost, stolen, or misappropriated.

## **CONTACT INFORMATION**

**Mailing Address:**

Credit Union of Denver  
PO Box 261420  
Lakewood, CO 80226-9420

**Phone:**

303.234.1700  
800.279.3288

**Business Days:**

Monday through Friday  
Excluding Federal Holidays



# Zelle Network<sup>®</sup> Standard Terms

October 30, 2020



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# Zelle Network® Standard Terms

## 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.”
- 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.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

## 2. Eligibility and User Profile

When you 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 of this agreement and the terms and conditions of the Credit Union of Denver’s [Membership and Account Agreement](#) (collectively the “Agreement”). You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

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.

By initiating a transaction using the Zelle network, you accept the terms of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement. We reserve the right to modify the terms and conditions herein, at any time, at our sole discretion, subject to any prior notice requirements as may be required by law.

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

You consent to our disclosure of your personal information (including bank account information) to Zelle, Service Providers, other Network Financial Institutions, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and the following:

- a.) As necessary to resolve a problem related to a transfer or payment between you and another User;
- b.) To comply with inquiries in connection with fraud prevention or any investigation;
- c.) To comply with government agencies or court orders;
- d.) For fraud and identity verification purposes;
- e.) For our general business purposes, including, without limitation, data analysis and audits;
- f.) Or as otherwise permitted by the terms of Credit Union of Denver’s Privacy Policy

## 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Credit Union of Denver Privacy Notice at [Privacy Notice](#), which Credit Union of Denver Privacy Notice is incorporated into and made a part of this Agreement by this reference.

## 5. Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless 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 Credit Union of Denver 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](#) and [Credit Union of Denver Privacy Notice](#) for how they treat your data.

## 6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and 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 indicator will appear 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, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.

- a. 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.
- b. 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.
- c. 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 or contact our customer service at 1 (800) 279-3288 or (303) 234-1700. You expressly consent to receipt of a text message to confirm your “STOP” request.

## 8. Receiving Money; Money Transfers by Network Banks

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

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.

## 9. 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 bank account. You understand that when the payment is sent, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may not receive notice 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.

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## 10. 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 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 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). NEITHER WE NOR *ZELLE* WEILL BE LIABLE. 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.

## 11. Send Limits

For security reasons, we may impose limits on the amount of money you can schedule to send. We can, at our sole discretion, either approve or deny transactions in excess of the daily, weekly, and monthly limits. We also reserve the right to lower or raise these limits as we see fit. Our approval of transactions in excess of the established daily, weekly and monthly limits does not constitute a permanent amendment to this Agreement. Exceptions or increase to these limits are applied on a case by case basis and are done at our discretion.

## 12. Requesting Money

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney'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 regularly reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

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

## 13. Transaction Errors

If your periodic statement shows an unauthorized transfer, or if you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record please notify us at once. If you do not tell us within sixty days after the statement was mailed to you or when your eStatement was made available for your review on our website, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from doing the transfers / transactions if you had told us in time. You must notify the credit union within sixty (60) days after we have sent the first statement on which the problem or error appeared or when your eStatement was made available for your review on our website. If we do not receive notification within the sixty (60) days and obtain completed documents and affidavits necessary to investigate your claim, you may face unlimited liability for all unauthorized transfers made after the sixty (60) day period and before notice is given to the credit union. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

To report unauthorized activity, call (303) 239-1150 or 1 (800) 279-3288 or write to:

**Credit Union of Denver**  
**P.O. BOX 261420**  
**Lakewood, CO 80226-9420**

When you report a problem or discrepancy please:

- Tell us your name and account number.
- Describe in detail the error or the transaction you are unsure about and explain why you believe it is in error or what additional information you need.
- Tell us the date and dollar amount of any suspected error.
- Arrange to complete and submit to the credit union all required documents and affidavits within required time frames (as applicable).

## 14. Your Liability for Unauthorized Transfers

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 THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, OUR OR ITS RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR ANY OTHER NETWORK INSTITUTION 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).

## 15. Liability for Failure to Complete Transfers

The Agreement describes our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so. These Terms of use applies to our online transactions under the Services.

WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES:

- a. If the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your Internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or
- b. if the payment was a tax payment, a court ordered payment or payment to a payee outside the United States.



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WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 16. Fees

Please refer to our current [Rate & Fee Schedule](#).

## 17. 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 [Online Banking with CU Deals Disclosures](#), which are available at [CUDenver.com/Disclosures](#) and incorporated into and made part of this Agreement by this reference.

## 18. Cancellation of the Service

If you wish to cancel the Service, contact us at 1 (800) 279-3288, (303) 234-1700, or write us at Credit Union of Denver, P.O. Box 261420, Lakewood, CO 80226-9420. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. We may terminate or suspend your use of the Service at any time and for any reason or no reason.

## 19. Right to Terminate Access

We reserve the right to terminate your participation in the Service at our sole discretion. We will try to notify you in advance, but are not obligated to do so.

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when you no longer have an eligible Credit Union of Denver account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your account is not in good standing, that account will not be eligible to be used in connection with the Service. We may determine other eligibility criteria at our sole discretion. We also reserve the right to terminate or suspend our participation in the Zelle network or with a particular financial institution at any time.

## 20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE AND CREDIT UNION OF DENVER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE AND CREDIT UNION OF DENVER 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 AND CREDIT UNION OF DENVER DO 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.

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## 21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE OR CREDIT UNION OF DENVER, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE OR CREDIT UNION OF DENVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S OR CREDIT UNION OF DENVER'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE OR CREDIT UNION OF DENVER, 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).

## 22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network 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.

## 23. Governing Law; Choice of Law; Severability

Any dispute arising under this Agreement shall be governed by and subject to the Resolution of Disputes by Arbitration Agreement contained with your Membership and Account Agreement.

The same laws that govern your account relationship with us, as explained in the Membership and Account Agreement, shall govern these Terms of use. In any instance whereby you are not subject to the Membership and Account Agreement, or the terms of the Membership and Account Agreement are deemed inapplicable, then (i) the laws of the State of Colorado, excluding its conflict of law rules, shall govern these Terms of use, and (ii) you hereby irrevocably consent that all claims or disputes arising out of or in connection with these Terms of use shall be heard exclusively by any of the federal or state court(s) of Colorado.

We will not be deemed to have waived any of our rights or remedies under these Terms of use unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver of any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any of these Terms of use conflicts with the law under which these Terms of use are to be construed or if any provision of these Terms of use are held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to have restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms of use 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.

Class Arbitration Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION.

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Class Action Lawsuit Waiver. YOU ALSO UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO COMMENCE OR PARTICIPATE IN A CLASS ACTION LAWSUIT

## **24. Miscellaneous**

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. 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.

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More detailed information is available upon request.

**I have read the CUD online disclosure and the Zelle Standard Terms document displayed, and agree to the terms and conditions.**