

# Zelle Network® Standard Terms

## 1. Description of Services

- a. We, Canvas Credit Union (“Canvas”), 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. BECAUSE ZELLE IS A FAST AND EASY WAY TO TRANSFER MONEY, IT MAY BE USED BY THIRD PARTIES TO FRAUDULENTLY OR IMPROPERLY OBTAIN ACCESS TO YOUR ACCOUNT OR CAUSE YOU TO SEND MONEY FROM YOUR ACCOUNT. WE ARE NOT RESPONSIBLE FOR TRANSACTIONS YOU INITIATE, EVEN IF YOU WERE IMPROPERLY OR FRAUDULENTLY INDUCED TO MAKE THE PAYMENT, OR THE PAYMENT WAS MISTAKENTLY MADE BY YOU.
- d. This agreement is subject to and incorporates by reference our Member Service Agreement and Online Banking Services Agreement, available at [canvas.org/disclosures](https://canvas.org/disclosures). To the extent any of the terms of this agreement are inconsistent with or contrary to the provisions of your Member Service Agreement and Online Banking Services Agreement, the terms of the Member Service Agreement and Online Banking Services Agreement shall control. Please see Section 23 of these Terms for important information regarding alternative dispute resolution.

## 2. 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.

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. 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.

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

You consent to our disclosure of your personal information and bank account information to Zelle,

Service Providers, and other Network Financial Institutions, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and in the following circumstances:

- a. As necessary to resolve a problem related to a transfer between you and another User;
- b. To comply with inquiries in connection with fraud prevention or any investigation;
- c. To comply with government agency requests 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 our Privacy Policy.

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

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

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

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless 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 Canvas Credit Union and/or our 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/privacy-policy>] for how it treats your data. You can access our Privacy Policy at [canvas.org/disclosures](https://canvas.org/disclosures), which is incorporated into and made a part of this Agreement by this reference.

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our member service team at 800.437.7328. 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 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. 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 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 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.

## 10. Liability

Subject to our obligations under applicable laws and regulations, 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).

YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR RESOLVING ANY PAYMENT-RELATED OR OTHER DISPUTE THAT YOU HAVE WITH ANY OTHER *ZELLE* USER.

## 11. Send Limits

Canvas strives to provide its members with simple and relevant banking solutions that meet customary financial needs, while minimizing your exposure to potential financial losses. For this reason, all eligible members that enroll for *Zelle* are automatically subject to a maximum daily

sending limit of \$500 and a maximum sending limit of \$500 per transaction. Additional limits may be available for members in good standing but must be reviewed and approved at Canvas' sole discretion. We reserve the right to modify the send limits at our sole 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 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**

*Zelle* is designed to make sending money fast and convenient between people you trust. Because transactions typically complete within minutes, with the recipient having quick access to the funds, we are unable to cancel or recall transactions (similar to if you had paid cash to another person). Accordingly, you must resolve any transaction errors directly with the other User (e.g., complete a secondary transaction to resolve a typographical error for the difference of the intended transaction amount). Neither Canvas nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using this service. Furthermore, neither Canvas nor *Zelle* offer any credit or provide a dispute resolution service for transactions that were incorrectly processed by a sender or a recipient.

## **14. Your Liability for Unauthorized Transfers**

With *Zelle*, money moves fast so it is important that you know and verify the person you are sending money to, and their correct contact information (e.g., mobile phone or email), before you initiate a transaction. You are solely responsible for maintaining, safeguarding, and the handling of your online banking access credentials. Subject to our obligations under applicable laws and regulations, if you permit other persons to have access to your online banking account, you are responsible for any transactions they authorize through the services offered within online banking including *Zelle*. If you believe your online banking credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission notify Canvas immediately by calling

our member service team at 800.437.7328 during our business hours.

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

By registering for and using *Zelle* you agree that regardless of any other provisions of this Agreement, Canvas will not be liable for any costs, fees, losses or damages of any sort that you may sustain caused by money that Canvas is unable to transfer or chooses to deny for transfer through *Zelle*. Examples of when Canvas may not be able to process your *Zelle* transaction may stem from insufficient funds, incomplete or inaccurate transfer information, power outages, malfunctioning software, natural disasters, fires, floods, and information provided related to a recipient not registered or authorized to use *Zelle*. This list of examples is for illustrative purposes and is not intended to be an exhaustive list of all circumstances under which Canvas would not be liable.

## **16. Fees**

*Zelle* is provided to our eligible account holders as a free benefit of membership of Canvas Credit Union. Other fees may apply to particular services as described in applicable disclosures. These fees are outlined in the Fee Schedule that you received when you opened your Canvas account(s); you can view the most recent version of the Fee Schedule on Canvas' website. You are responsible for any telephone, Internet, mobile, or text service fees you incur in connection with your use of Online Banking.

## **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 Member Service Agreement and Online Banking Services Agreement, available at [canvas.org/disclosures](http://canvas.org/disclosures), which are incorporated and made part of this Agreement by this reference.

## **18. Cancellation of the Service**

You may cancel your *Zelle* service through the self-service option by logging into your Canvas online banking account, launching *Zelle* from the navigation menu, and deactivating your account in the *Zelle* settings. Alternatively, you may cancel your *Zelle* service by contacting Canvas at 800.437.7328 during our business hours.

## **19. Right to Terminate Access**

We reserve the right to terminate your access to *Zelle* based on our sole discretion. Reasons to terminate access may include, but are not limited to: suspicion or confirmation of fraudulent or abusive use of the service, negligence in protecting your login credentials from unauthorized use, derogatory activity (e.g., loan delinquency, overdraft abuse) in relation to any accounts you have with us, dormancy or inactivity of your use of *Zelle* or your accounts, or to reduce operating expenses for the broader membership of Canvas Credit Union (e.g., to discontinue offering *Zelle* as a membership benefit).

## **20. 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, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS

## **21. Limitation of Liability**

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

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **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 your Member Service Agreement.

The same terms that govern your account relationship with us, as explained in the Member Service Agreement, shall govern these Terms. This includes (but is not limited to) the terms of the Arbitration and Waiver of Class Action provision in the Member Service Agreement. To the extent you assert claims or disputes arising out of, affecting, or relating to these Terms against Zelle, Early Warning Services, LLC, CU Cooperative Systems, Inc., or any other person or entity related to the provision of the Service, you agree that they are entitled to enforce the Arbitration and Waiver of Class Action provision against you.

In any instance whereby you are not subject to the Member Service Agreement, or the terms of the Member Service Agreement are deemed inapplicable, then (i) the laws of the State of Colorado, excluding its conflict of law rules, shall govern these Terms, 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 conflicts with the law under which these Terms are to be construed or if any provision of these Terms is 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 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.

## **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

## **25. Information Collected while Using the Application**

While using Zelle® to use the QR code feature, with your prior permission, Canvas Credit Union may collect or access pictures and other information from your device's Contacts, Camera and Photos.

Any information collected is used to provide features of the Zelle® service and/or to improve and customize the user experience. The information may be uploaded to our servers or it may simply be stored on your device.

You can enable or disable access to this information at any time through your device settings.