



## Zelle<sup>®</sup> Terms of Service

### 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<sup>®</sup> or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or U.S. 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. Acceptance of Terms

The Zelle Terms of Service “TOS” is a legal agreement between you and GECU that you must accept in order to use the Service. The Terms “you,” “your,” and “users” refer to the end users of the Service. The terms “GECU,” “we,” “us,” and “our” refer to GECU and its affiliates and service providers. By accepting the TOS or by accessing or using the Service, you agree to be bound by the TOS.

The TOS may, as the Service changes or at GECU’s discretion, be revised to accurately reflect the Service at that future point in time. We may additionally add to, amend, or delete any terms of the TOS in our sole discretion. Your continued use of the Service will reflect your acceptance of the revised TOS. Notice of changes will be provided as required by applicable law or if your rights under the TOS are expected to materially change. We may post notices electronically within the Online Banking program to the extent permitted by law. If any change to the TOS is not acceptable to you, you must discontinue the use of the Service immediately.

The TOS is in addition to other agreements applicable to your deposit accounts and electronic fund transfers services; for additional relevant information, please review the GECU Online and Mobile Banking Agreement, the GECU Terms and Conditions, and any other agreements associated and/or related to the Service or your deposit account, all of which have been provided to you previously and are available on our website. All such agreements are incorporated into this TOS and may be amended from time to time. In the event of any conflict between the terms of any applicable agreements and the terms of this TOS, the terms of this TOS shall prevail.

If you link any of your accounts or services to a third party app or payment service (including but not limited to PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you or anyone you authorize to the app or third party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.

### 3. 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 Terms of Service (“TOS”). You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the enrolled deposit 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 Consumer Personal Checking Accounts. The service is not intended for business accounts or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

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

You authorize us to disclose information about you, including your email addresses and/or telephone numbers associated with your use of the Service to Network Banks and *Zelle* to process and route transfers to and from your designated GECU 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, provide the Service, or as otherwise permitted by GECU’s Privacy Notice.

#### **5. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Notice at <https://www.gecu.com/Privacy-Notice>, which is incorporated into and made a part of this TOS by this reference.

#### **6. Wireless Operator Data**

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle*’s Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

#### **7. 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).

The following applies for mobile phone numbers before registering:

- i. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- ii. The mobile phone number must be active and in your name or the name of a member that is associated with that account.
- iii. The mobile phone number is associated with a U.S. Mobile Network.

- iv. The mobile phone number is not an international number (i.e. does not have an international subscriber identification module (SIM) card).
- b. Once enrolled, you:
  - i. Authorize us to withdraw available funds from your designated account to send money to another User either at your initiation or when accepting a request sent by another User. Some accounts may not be eligible to be used with the Service. "Available funds" means funds in your designated account that are available to pay your requested transactions and are not subject to any kind of hold. You agree to maintain sufficient available funds in the same designated account for each transfer you request or respond to until the transfer is completed. Transfer requests will only be completed if sufficient available funds exist. Overdraft Protection (including Overdraft Privilege) and Lines of Credit will not be available when using the Zelle service;
  - ii. Authorize receipts of money sent to you or requested by you through the Service from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money;" and
  - iii. Must send or receive money at least once in the last 18 months to avoid deactivation of your registered mobile phone number or email address.
  - iv. Will be deactivated from Zelle if your mobile phone number is deactivated by the mobile carrier.

## **8. 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 TOS. You consent to the receipt of emails or text messages regarding this Service 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 concerning this Service to any mobile phone number you enroll.

You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- e. For help or information regarding text messaging, contact our member service at [1-800-772-4328](tel:1-800-772-4328) or [915.778.9221](tel:915.778.9221). You expressly consent to receipt of a text message to confirm your "STOP" request. To cancel text messaging from *Zelle*, text messages can be turned off in the preferences section within the *Zelle* application. In the event you wish to opt-out of other services provided by GECU, you may do so at any time by contacting GECU directly.

## **9. 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 deposit 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 TOS and the procedures of the business or government agency that is sending you the payment.

Transfer instructions relating to external accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH") (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until such credit has been finally settled by us or the third party institution which holds the account.

#### **10. 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 TOS and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your deposit 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 deposit 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 has not enrolled as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. If the person to whom you are sending money does not register, set up an email address or mobile number and accept the transfer within 14 days, the transfer will be canceled.

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.

#### **11. Memo Fields**

You may add a description in the “memo” field of your transfer that will be transmitted to the recipient. GECU will not act on any service instruction provided in the memo field. You agree that the use of the memo field is for personal use and that you will not include inappropriate, obscene, or abusive language.

## **12. 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.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. FOR YOUR SECURITY, YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER GECU 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 SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

## **13. Send Limits**

Below are the current send money limits as established by GECU. We reserve the right to change these limits at our discretion.

All transfer limits are subject to temporary reductions to protect the security of member accounts.

- Maximum transfer amount - \$200 per transaction
- Daily transfer limit - \$300 per day

At GECU’s discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer

## **14. 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 your 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 TOS, 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 the Credit Union and *Zelle*, and their respective 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.

**15. Transaction Errors**

NEITHER WE NOR ZELLE SHALL BE LIABLE FOR ANY TYPOS OR KEYSTROKE ERRORS THAT YOU MAY MAKE WHEN USING THE SERVICE.

**16. Your Liability for Unauthorized Transfers**

Please refer to the *Electronic Fund Transfer Services Initial Disclosure* section of the GECU Terms and Conditions about your rights and liability for unauthorized transfers. Transfers made based on incorrect information you provide are not unauthorized transfers.

**17. Liability for Failure to Complete Transfers**

In using the Service, you are requesting the Service to make payments for you from your designated account. If we are unable to complete the transaction for any reason associated with your designated account (for example, there are insufficient available funds to cover the transaction), the transaction will not be completed, and we will not be liable. The Electronic Fund Transfer Services Initial Disclosure states additional circumstances in which we will not be liable for failure to complete transfers.

**18. Service Fees and Additional Charges**

Please refer to the GECU Terms and Conditions for information related to fees. Any fees that may apply in connection with use of the service are set forth in the GECU Terms and Conditions. Fees are subject to change from time to time upon notice to you as may be required by law.

**19. Cancellation of the Service**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact us via one of the following:

- a. Telephone us at (915) 778-9221 during business hours; and/or
- b. Write us at:  
GECU  
P. O. Box 20998  
El Paso, Texas 79998-0998

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. The Service may be terminated or suspended at any time. Neither termination nor suspension shall affect your liability or obligations under this TOS.

**20. Right to Terminate Access**

We reserve the right to terminate, modify, add and remove features from this Service at any time at our sole discretion as permissible by law. You may reject changes by discontinuing use of this Service. Your continued use of this Service will constitute your acceptance of and agreement to such changes.

In the event (i) you violate any terms of this TOS (ii) there are unauthorized or fraudulent transactions related to your designated account or use of the Service, or (iii) we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Transfer 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:

- a. The Service;
- b. Your ability to send or receive funds through the Service;

- c. Your ability to send funds through the Service, while continuing to permit you to receive funds;
- d. Your ability to request funds; or
- e. Your ability to receive requests for funds.

**21. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND *ZELLE* EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR *ZELLE* WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**22. Limitation of Liability**

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

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR *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).

YOU AGREE THAT YOU, NOR WE OR *ZELLE*, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER MEMBER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

**23. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this TOS 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 TOS.

**24. Governing Law; Choice of Law; Severability**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF)

ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

**25. Miscellaneous**

Subject to the terms of this TOS, 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. The availability and functionality of the Service, or any part thereof, depends on various factors and elements, including software, hardware, and communication networks that are at least partially provided by third parties. These factors are not fault free. Neither GECU nor *Zelle* warrants or guarantees that the Service will operate without disruption, errors, or interruptions or that it will be accessible or available at all times.

Live customer service generally will be available Monday through Friday 8am to midnight Eastern Time, excluding US bank holidays.

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