

**First Technology Federal Credit Union
Person to Person (P2P) User Agreement**

1. Description of Services

First Technology Federal Credit Union (“we,” “us,” or “our”) has partnered with the ZelleSM 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.”

Zelle does not provide share accounts or share draft accounts, or other financial services. For the purposes of this Person to Person (P2P) User Agreement (the “Agreement”), an account shall mean your share draft account, i.e., checking account (“Account”). Zelle neither transfers nor moves money. You may not establish an account with Zelle of any kind. All money will be transmitted by a Network Bank.

2. Eligibility and User Profile

When you register to use the Service, you agree to the terms and conditions of this Agreement and any amendments subsequently made thereto at our sole discretion and without notice to you unless legally obligated to provide such notice. To be eligible to register for the Service, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you are at least 18 years of age; (iii) you maintain one active Account with us and which Account is in good standing pursuant to our [Limitation and Termination of Services Corporate Policy](#) incorporated into our [Membership & Account Agreement](#); (iv) you have the authority to authorize debits and credits to the registered Account you maintain with us; (v) you use and maintain a verified email address in connection with the Service; and (vi) you have previously enrolled in our Online Banking platform. You further agree that you will not use the Service to request, send, or receive money from 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.

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 registration if we believe that you are registering to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if 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 us sharing your personal information, which may include Account information, for the following, but not limited to, reason(s):

- a. As necessary for Network Banks to complete transfers;
- b. As necessary to resolve a problem related to a transfer or payment between you and another User;
- c. To verify the existence of your Account;
- d. To comply with government agency or court orders;
- e. To our affiliates, as permitted by law;
- f. To verify your identity;

- g. To comply with inquiries in connection with fraud prevention or any investigation;
- h. For our general business purpose, including without limitation data analysis and audits; or
- i. As otherwise permitted by the terms of our [Privacy Policy](#) and [Online Privacy Statement](#) as discussed in the Section below titled “Privacy and Information Security.”

4. Privacy and Information Security

We make your information and privacy a top priority and maintain best industry practices in the protection of that information. Please review our [Privacy Policy](#) and [Online Privacy Statement](#) which is incorporated into and made part of this Agreement by this reference.

5. Registering 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 mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers).
- b. If you registered through the *Zelle* stand-alone application using your email address and permanent mobile number, you may not register with us using the same email address or mobile phone number unless you first contact *Zelle* pursuant to *Zelle’s* Terms and Conditions and other applicable governing agreements to deactivate the previously registered email address or mobile phone number.
- c. Once registered, 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 (contingent upon us making such request functionality available through the Service), subject to the conditions of the Sections below titled “Requesting Money” and “Future Functionality.”

6. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address and/or mobile phone number you registered 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 Service(s) 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 register. 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 mobile number you have registered 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; and
- e. To cancel text messaging, reply STOP to any received text message from us regarding the Service. For help or information regarding text messaging, reply HELP or contact our customer service at 855.855.8805. You expressly consent to receipt of a text message to confirm your "STOP" requests.

7. Wireless Operator Data

We may also 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 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 with your wireless operator account profile information for the duration of the business relationship. Please review our [Privacy Policy](#) for how we treat your data.

8. Receiving Money and Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number registered 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 Account you have registered.

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 and 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 Account. You understand that when you send the payment, you will have no ability to stop it.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle*, and the other Network 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 registered as a User with either *Zelle* or a Network Bank, the transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that a person to whom you are sending

money and who is not registered as a User may fail to register with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. 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. Statements

Transactions made through the Service will appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our User Service or enrolled through the *Zelle* stand-alone application.

11. Liability

Neither we nor *Zelle* shall have liability to you for any such 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.

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.

12. Send Limits

For security reasons, we do not disclose send limits in this Agreement. Please contact us at 855.855.8805 for more information regarding applicable send limits.

13. Future Functionality

We may from time to time and upon our sole discretion, introduce new functionality to the Service, modify, or delete current functionality without notice to you unless legally obligated to provide such notice. By your continued use of the Service with any new, modified, or deleted functionality, you agree to be bound by any applicable rules and/or restrictions concerning the new, modified, or deleted functionality.

14. Requesting Money

This section shall ONLY apply if we have initiated the request money functionality within the Service. This functionality may be made available without notice to you unless legally obligated to provide such notice.

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. 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 owned pursuant to a court order.

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

Any transaction error(s) will be resolved pursuant to the Error Resolution Notice Section of the Electronic Fund Transfers – Your Rights and Responsibilities disclosure incorporated into your [Membership & Account Agreement](#).

16. Your Liability for Unauthorized Transfers

Any liability for an unauthorized transfer(s) will be resolved pursuant to the Unauthorized Transfers Section of the Electronic Fund Transfers – Your Rights and Responsibilities disclosure incorporated into your [Membership & Account Agreement](#).

17. Liability for Failure to Complete Transfers

In addition to the below Section titled “Limitation of Liability,” our liability shall be determined pursuant to the applicable provisions of the Financial Institution’s Liability Section of the Electronic Fund Transfers – Your Rights and Responsibilities disclosure incorporated into your [Membership & Account Agreement](#).

18. Fees

Except as indicated elsewhere, we do not charge fees for the Service. We reserve the right to charge fees in the future and without prior notice provided to you unless legally obligated to provide such notice.

19. Use of Our Site/Mobile Application

You agree to access this site/mobile application in compliance with all agreements incorporated into your [Membership & Account Agreement](#) and the [Mobile End User License Agreement](#) whereby both are incorporated into and made part of this Agreement by this reference. In the event of a conflict of terms between the Membership & Account Agreement, Mobile End User License Agreement, or this Agreement, the Membership & Account Agreement shall control. In the event of a conflict of terms between the Mobile End User License Agreement and this Agreement, the Mobile End User License Agreement shall control. In the event of a conflict of terms between *Zelle* Terms and Conditions and this Agreement, this Agreement shall control.

20. Cancellation of the Service

You may cancel the Service by written notice to us pursuant to the Notice Section of your [Membership & Account Agreement](#).

21. Right to Terminate Access

We may terminate your access to the Service if you fail to maintain eligibility status as described in the above Section titled "Eligibility and User Profile," or, at our sole discretion and without prior notice provided to you unless legally obligated to provide such notice.

22. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER ZELLE NOR WE MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

23. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ZELLE'S 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 HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH EITHER OUR OR ZELLE'S SERVICES 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 US, ZELLE, ZELLE'S 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).

24. 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 us, Zelle, Zelle's 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.

25. Governing Law and Severability

This Agreement shall be governed by the laws of the state of California except for conflict of laws principles. If any provision of this Agreement is found to be void by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

26. Survival

Sections 3, 6, 7, 11, 15, 16, 17, 22, 23, 24, and 25 shall survive the termination or cancellation of this Agreement.

27. 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.