



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

## Implementation Document

April 17, 2020



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## About this Document

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### **Purpose**

The *Zelle Network® Standard Terms* contains the latest terms and conditions for the Zelle® Payments Service managed and maintained by the Network Operator. This document, in Microsoft Word format, can be used by Participants to implement these Standard Terms within their apps, websites and any other relevant channel.

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# Zelle Network® Standard Terms

**Note to Participants:** All italicized text found in brackets throughout are directional or informative notes to be deleted before publishing within the Participants' terms and conditions.

## 1. Description of Services

- a. Energy Capital Credit Union (sometimes referred to as “we” or “us”) have partnered with the *Zelle Network* (“Zelle”) to enable a convenient way to transfer money from your checking’s, savings, and/or other accounts with us (collectively “Accounts,” singularly “Account”) 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 ~~{Agreement}~~ (“Agreement”). You represent that you have the authority to authorize debits and credits to the enrolled bank account(s).

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.

You understand and agree that *Zelle* may modify the Services from time to time in its sole discretion.

We may also modify this Service from time in our sole discretion. In the event of any changes, updates or modifications, you are responsible for ensuring that you understand how to use the Service, as modified. Except as otherwise required by law, we may change the terms of this Agreement at any time. If we make changes, we will update this Agreement and it may be viewed online. You may choose to accept or decline changes by continuing or discontinuing the use of Online Banking and this Service. Changes to fees or terms applicable to your Accounts are governed by the agreements otherwise governing your applicable Accounts.

You represent and agree that you are the legal owner of the Accounts and other financial information that may be assessed via Online Banking. You agree not to misrepresent your identity, or your Account information and you understand that you are required to keep your personal contact information up to date for that purpose and agree to do so. You agree to keep Energy Capital Credit Union informed of changes to your email address and other personal contact information on file. You also represent and agree that you are an authorized user of each device upon which the Service is running.

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

Please refer to your Online Banking Agreement with us.

### 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.eccu.net/privacy-policy>, which is incorporated into and made a part of this Agreement-by this reference.

#### User Security

You agree to take every precaution to safeguard and ensure the safety of your identity, Accounts, transactions and confidential user access credentials and passwords when using Energy Capital Credit Union's Online Banking. You agree to never give your personal information, Account information, or user access credentials and passwords to anyone you do not know, whose identity you cannot verify, and who are unauthorized to conduct transactions on your Account(s). If you give your personal information or user access credentials to someone and that person uses your information to access your Account(s), you agree that such use will be deemed authorized and you will be responsible. You agree that you will also be liable for all transactions performed by such individual(s), as allowed by law. You agree that Energy Capital Credit Union may rely upon the access of Online Banking, using the user access credentials you provide as legitimate. Energy Capital Credit Union will never contact you and ask you to give us your Account information, including user names, personal identification numbers, and account numbers, over the phone, by email, or by text message. You agree not to disclose your personal information and account information to unknown persons through these or any other channels for any reason. You agree to remain vigilant for phishing and other fraudulent scams and to notify us promptly if you become aware of or suspect fraudulent activity involving your identity, your Accounts, or Energy Capital Credit Union. If you fail to exercise reasonable care to protect your identity and safeguard your Accounts, we will not be liable unless required by law. For added security, you agree to not leave your device unattended while logged into Online Banking and you agree to log off immediately at the completion of each access. Please note that once you are logged into Online Banking using your password, we will act on any instructions received by you or someone purporting to be you. You are ultimately responsible for keeping your user access credentials and Account information confidential. Energy Capital Credit Union and/or its licensor(s) will not be liable for any damages or losses as a result of your failure to comply with this Agreement.

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## 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 disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider 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. *Please see Energy Capital Credit Union's Energy Capital Privacy Policy at <https://www.eccu.net/privacy-policy> for how we 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 temporary or 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 eighteen (18) consecutive calendar 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.

## 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 written 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 solely 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 in writing 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 N/A . For help or information regarding text messaging, send HELP to N/A or contact our customer service at \_\_\_\_\_ or \_\_\_\_\_. You expressly consent to receipt of a text message to confirm your “STOP” request.
  - f. Supported Carriers: N/A
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## 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 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 always 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

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).

### Energy Capital Credit Union Liability

If we do not complete a transfer to or from your account on time or in the correct amount as according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have adequate funds in your Account to complete a transaction, your Account is closed, or the transaction amount would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet access, or user instructions for making transfer transactions.
- If your Device fails or malfunctions or Digital Banking was not properly working and such problem should have been apparent when the transaction was attempted.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, organized labor strikes, equipment or power failure) prevent making the transaction.
- If the funds in your Account are subject to an administrative hold, legal process or other claim.
- If you have not given us complete, correct and current instructions so that we can process a transfer.
- If the error was caused by a system beyond our control, such as that of your Internet service provider.
- If there are other exceptions, as reasonably established from time to time.

## 11. Send Limits

Maximum Amount Per Transaction, up to \$2,000

Maximum Amount Per Processing Day, up to \$2,000

## 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 in our sole discretion..

### 13. Transaction Errors

In case of errors or questions about your Electronic Transfers, contact Energy Capital Credit Union at 832-604-4848 or write us at 18540 Northwest Freeway Houston, TX 77065

We must hear from you no later than sixty (60) days after the date we sent you the FIRST statement on which the error, transaction or problem appeared:

- Tell us your name and Account number (if any).
- Describe the error, transaction or transfer that you are unsure of and explain as clearly as possible why you believe it is an error or why you need additional information.
- 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 determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money 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 it within ten (10) business days, we may not credit your account.

### 14. Your Liability for Unauthorized Transfers

If you disclose your password to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using Zelle, as well as transactions authorized by any party to whom you have disclosed your password.

Tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an Electronic Funds Transfer (EFT) has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit).

Except for EFTs to or from brokerage accounts, your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you tell us within two Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.

- If you do NOT tell us within two Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$2000.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your password, tell us at once. If you do not tell us within sixty (60) days after the statement was made available or transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking your money had told us on time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

You may notify us by telephone, in writing, or in person at:

- [832-604-4848](tel:832-604-4848)
- Energy Capital Credit Union, 18540 Northwest Freeway Houston, TX 77065
- Branch Locations

You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

## 15. Liability for Failure to Complete Transfers

If we do not complete a transfer or initiate a transfer from your Account within specified time frames, or in the correct amount, all in accordance with our Agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your funding account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the system supporting the transfer was not working properly and you knew about the breakdown when you started the transfer;
- If the transfer is delayed or canceled for any of the reasons described in other Sections of this Agreement;
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

## 16. Fees

We do not charge a fee for using *Zelle*. However, fees associated with text messaging may be assessed by your mobile carrier and data rates may apply. In addition, fees may apply if you use *Zelle* through another institution or through *Zelle*'s separate Transfer Service website or mobile app. We reserve the right to assess fees in connection with the *Zelle* in the future. If we do assess fees, we will give you reasonable notice as required by law

## 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 Terms and Conditions which are available at <https://www.eccu.net/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, please contact our Member Resource Center at (832) 604-4848 or visit any Energy Capital Credit Union branch and speak with a Representative. Any payment(s) that have been approved or submitted for processing or 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. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this Agreement.

## 19. Right to Terminate Access

In the event you violate any terms of this Agreement, there are unauthorized fraudulent transactions related to your funding account, deposit account or use of the Service, or we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time. We may, in our sole discretion, at any time and without prior notice to you or other Service participants, suspend or terminate:

- The Service;
- Your ability to send or receive funds through the Service;
- Your ability to send funds through the Service, while continuing to permit you to receive funds through the Service ;
- Your ability to request funds from another Member; or

## 20. Your ability to receive requests for funds from another Member Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

YOU REPRESENT AND AGREE THAT ENERGY CAPITAL CREDIT UNION HAS MADE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE, IS NOT THE PROVIDER OR ADMINISTRATOR OF THE SERVICE AND IS MERELY ALLOWING YOU THE OPPORTUNITY TO ENROLL IN THE ZELLE NETWORK SHOULD YOU ELECT TO DO SO AFTER CONDUCTING YOUR INDEPENDENT INVESTIGATION AND DUE DILIGENCE. To the maximum extent permitted under applicable law and except as otherwise set forth herein, the Service is provided by Zelle "AS IS," "WHERE IS," without warranty, express or implied, of any kind. Energy Capital Credit Union does not represent, warrant or guarantee that the device you use to access the Service or the wireless provider that you use is and/or will be compatible with Online Banking.

It is your responsibility to determine whether your device(s) and/or wireless provider are compatible with Online Banking and to ensure that your device is protected from viruses and other harmful components that might result in damage to your device and/or information being intercepted by a third party.

You understand and agree that Energy Capital Credit Union is not responsible or liable:

- For any indirect, incidental, special or consequential damages as a result of malware, viruses or other harmful components related to your device and/or your use of the Services and/or Online Banking;

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- If any nonpublic personal information is accessed via Online Banking due to any virus or other malware residing in or being contracted by your device at any time, from any source.
  - For errors or delays or your inability to access the Service that is caused, directly and/or indirectly by your device and/or your wireless provider;
  - For the cost of upgrading your device in order to remain current with the Service and/or Online Banking; and.
  - Any damage to your device or the data within your device relating to your use of the Service.

## 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).

To the maximum extent permitted under applicable law and except as otherwise set forth herein, in no event shall Energy Capital Credit Union be liable to you or to any third parties for any indirect, special, incidental, consequential, or punitive damages of any kind or for any matter arising from or relating to this Agreement, the Service or any updates provided including, without limitation, your use of or inability to use the Service, regardless if such liability is asserted on the basis of contract, tort, and/or other legal and/or equitable claims, even if Energy Capital Credit Union was informed of the possibility of such damages.

## 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.

You agree to defend, indemnify and hold Energy Capital Credit Union, its officers, directors, employees and insurers harmless from and against any and all claims, costs, expenses, liabilities, and losses, including reasonable attorney's fees and out of pocket expenses, asserted in any claim, lawsuit, action, proceeding, mediation and/or arbitration brought and/or threatened by a third party against you, any other participant in the Services and/or Energy Capital Credit Union relating to, created by and/or arising from (i) your breach or alleged breach of any of your warranties, covenants and/or obligations under this Agreement and/or your Online Banking Agreement; (ii) your use, misuse and/or failure to use the Service as provided in this Agreement and your agreements with Zelle; (iii) the use, misuse and/or failure by any person or party that you have authorized to use the Services other than as provided in this Agreement; (iv) the infringement and/or misappropriation of any patent, copyright, trade mark, trade name and/or any intellectual property or proprietary right of a third party by you and/or a party that you authorized to use the Services; (v) any transaction conducted through and/or facilitated by the Service, in whole or in part; (vi) errors, omissions or other inaccuracies in the Services described or provided by Zelle and/or in the data transmitted through the Services.

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

### Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and venue shall lie in Harris County, Texas irrespective of conflicts of law principles. You agree to such jurisdiction and venue.

### Severability.

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

## 24. Miscellaneous

### Service Availability

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.

### Survival.

All provisions of this Agreement that contemplate action after the expiration or termination of the Agreement, and/or the Services and Paragraphs 1,2, 3, 4, 10, 11, 13, 14, 15, 19, 20, 22, 22, 23 and 24, shall survive the expiration and/or termination of the Agreement and/or the Services.