Zelle Network® Standard Terms Agreement

We suggest you read this document carefully and print a copy for your reference.

This Zelle Network® Standard Terms Agreement (this "Agreement") states the terms and conditions that govern your use of the Zelle® service with Clearpath Federal Credit Union as described herein. References to Zelle with Clearpath Federal Credit Union, Zelle with Clearpath, Zelle with Clearpath FCU, or other trade name or trademark as determined by us, mean the Zelle® service or "Service". As used herein, the terms "Credit Union," "Clearpath," "us," "we," or "our" mean Clearpath Federal Credit Union, or any affiliate, agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Service; "you" or "your" means (1) an individual or entity that is the owner of an account or (2) an authorized signer on an account who has authority to view account information and effect transactions on such account.

1. Description of Services

a. Clearpath Federal Credit Union ("Clearpath" or "Clearpath FCU") offers eligible members the opportunity to use the Zelle Network® ("Zelle®" or "Zelle") as a convenient way to send and receive money with others you trust who are enrolled in Zelle with us or are enrolled with another financial institution that provides Zelle through its online banking and/or mobile app (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described in these terms (the "Service"). We will refer to financial institutions, like Clearpath, that provide Zelle® through its online banking and/or mobile app as "Network Financial Institutions."

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

c. 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 transferred by a Network Financial Institution.

d. 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.

e. NEITHER WE NOR ZELLE® OFFERS PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE WITH 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). For more information, see the section titled "Liability" below. REIMBURSEMENT IS AVAILABLE FOR VALID, TIMELY REPORTED UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. See your deposit account agreement for information on your error resolution rights and contact information for notifying us about disputed transactions.

f. We grant to you, for your personal use, a nonexclusive, limited and revocable right to access and use the Service. You agree not to use the Service for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Service without our prior written consent.

g. 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.

2. Eligibility and User Profile

When you enroll in or use the Zelle® Service, you agree to the terms and conditions of this Agreement. You represent and warrant that you have the authority to authorize debits and credits to the enrolled account.

The Service is intended for personal, family, and household use only. You agree that you will not use the Service for business, commercial, or unlawful purposes. We reserve the right to decline your enrollment or suspend or terminate your use of the Service if we believe the Service is being used for business, commercial, or improper purposes.

Restrictions on Use

You agree that you will not use the Service to send or receive payments related to:

- tax payments;
- court-ordered payments, including alimony or child support;
- fines or penalties;
- gambling debts;
- illegal activities; or
- any transaction otherwise prohibited by law.

You also 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 as permitted by law, such as through legal guardianship or a valid power of attorney.

Zelle® and Clearpath Federal Credit Union reserve the right to suspend, restrict, delay, block, cancel, or terminate your access to the Service at any time and without prior notice if your use of the Service is determined, in our discretion, to:

- be illegal, fraudulent, unauthorized, or improper;
- violate this Agreement, network rules, or applicable laws or regulations;
- involve suspicious activity, scams, or security concerns;
- expose Clearpath Federal Credit Union, Zelle®, other participating financial institutions, or the financial system to risk; or
- otherwise be inconsistent with the intended purpose of the Service.

Fraud Prevention and Payment Restrictions

As a sender or recipient of payments using the Service, you acknowledge and agree that we may, in our discretion:

- require additional authentication or the use of a trusted device;
- delay, block, decline, cancel, or refuse to process a transaction;
- place a hold on funds associated with a transaction; or
- recover funds or charge back a transaction,

for reasons including suspected fraud, scams, unauthorized activity, duplicate payments, incorrect recipient information, suspicious transactions, regulatory requirements, network rules, or other risk management purposes.

This may include payments associated with social media, online marketplaces, messaging applications, or other high-risk activity.

Neither Clearpath Federal Credit Union nor Zelle® shall be liable for any losses or damages resulting from delayed, blocked, canceled, or refused transactions undertaken in accordance with this Agreement.

Content Standards

You agree that you will not use the Service to upload, transmit, distribute, or otherwise make available any material or content that:

- is false, misleading, unlawful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable;
- infringes upon the rights of another person or entity, including privacy or intellectual property rights;
- contains harmful code, corrupted data, malware, or disruptive files;
- advertises products or services competitive with Zelle®; or

- otherwise may expose Clearpath Federal Credit Union, Zelle®, participating financial institutions, or other users to harm or liability.

Neither Clearpath Federal Credit Union nor Zelle® has any obligation to monitor user content; however, we reserve the right to remove content or restrict access to the Service at any time and without notice.

Zelle® Tags

The Service may allow you to create or use a unique alpha-numeric identifier associated with your enrolled profile ("Zelle® Tag") in place of your mobile phone number or email address when sending, receiving, or requesting money.

Each Zelle® Tag must be associated with an eligible U.S. mobile phone number and must comply with the Content Standards described in this Agreement. You may not select a Zelle® Tag that is misleading, deceptive, or intended to impersonate another person or entity.

Clearpath Federal Credit Union and Zelle® reserve the right to restrict, remove, require modification of, or make unavailable any Zelle® Tag at any time and without prior notice.

Changes to this Agreement

We may amend or update this Agreement from time to time by posting revised terms through Online Banking, the Mobile Banking App, or on our website, or by providing notice through other methods permitted by law. Your continued use of the Service after such changes become effective constitutes your acceptance of the revised Agreement.

3. Consent to Use and Disclose Personal Information (Including Account Information)

By enrolling in or using the Zelle® Service, you authorize Clearpath Federal Credit Union to share your personal information, including account information, email address, mobile phone number, and transaction information, with Zelle®, Early Warning Services, LLC, other participating financial institutions, and service providers as necessary to provide, maintain, authenticate, process, and support the Zelle® Service, help prevent fraud, and comply with applicable laws and regulations.

All information shared in connection with the Zelle® Service remains subject to Clearpath Federal Credit Union's Privacy Notice.

4. Privacy and Information Security

Protecting your personal and financial information is a top priority for Clearpath Federal Credit Union. Your use of the Zelle® Service is also subject to our Privacy Policy Notice, which describes how we collect, use, share, and protect your information. You can access our Privacy Policy Notice at www.clearpathfcu.org. The Privacy Policy Notice is incorporated into and made part of this Agreement by 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 carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

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/or 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, toll-free 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, or we receive information that you are not the owner of the mobile 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 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 it with Zelle®.

e. If you enroll for the Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, 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, U.S. mobile phone number, Zelle® tag 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 Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions 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.

b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag 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 services at (800) 433-7328 or (818) 937-5300. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: Supported by most major wireless carriers. Carrier participation may change without notice. Message and data rates may apply.

8. Receiving Money; Money Transfers by Network Financial Institutions

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag 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 credit union 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®, the other Network Financial Institutions and other Zelle® users, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® 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.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

9. Sending Money; Debits by Network Financial Institutions

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 with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled 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®, the other Network Financial Institutions, and other Zelle® users, 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®, 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 or Zelle® delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle® have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

THE ZELLE® SERVICE IS INTENDED FOR SENDING MONEY TO FRIENDS, FAMILY, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE UNFAMILIAR OR WHOM YOU DO NOT TRUST.

Neither Clearpath Federal Credit Union nor Zelle® offers purchase protection 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 received are damaged, defective, or otherwise not as expected, you acknowledge that disputes regarding such transactions are solely between you and the recipient.

You acknowledge and agree that payments are processed using the email address, mobile phone number, username, or other identifier that you provide, even if such information identifies a person different from

your intended recipient. You are responsible for entering accurate recipient information before submitting a transaction.

Neither Clearpath Federal Credit Union nor Zelle® shall be liable for:

(i) any failure, through no fault of Clearpath Federal Credit Union or Zelle®, to complete a transaction in the correct amount or to the correct recipient;

(ii) any delays, interruptions, or failures caused by circumstances beyond our control;

(iii) any typographical errors, keystroke errors, or other mistakes made by you when using the Service; or

(iv) any losses or damages arising from authorized transactions sent to an incorrect recipient or for goods or services that are not received as expected.

Reimbursement may be available for certain unauthorized transactions or qualifying imposter scams, subject to applicable law, network rules, and the terms of your account agreements. To report a suspected unauthorized transaction or error, contact Clearpath Federal Credit Union immediately at (800) 433-7328 or through Online Banking or the Mobile Banking App.

11. Transfer Limits

All members enrolling in the Zelle® Service will initially be subject to a maximum transfer limit of $500 per transaction and $500 per day, regardless of their Relationship Rewards Level. As members establish a transaction history, Clearpath Federal Credit Union may, at its sole discretion, increase these limits based on account activity, transaction history, relationship level, and other risk management considerations. Any increase is subject to Clearpath's review and approval and is not guaranteed.

The following limits represent the maximum transfer amounts available under each Limit Level, subject to eligibility and approval by Clearpath Federal Credit Union.

Limit Level	Maximum Per Transaction	Maximum Daily Limit
Bronze	Up to $500	Up to $500 per day
Silver	Up to $500	Up to $1,000 per day
Gold	Up to $1,000	Up to $2,000 per day
Platinum	Up to $2,000	Up to $4,000 per day

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 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 Financial Institutions 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

If you think your statement is wrong, or if you need more information about a transaction listed on it, call or write us at the telephone number or address at the end of this Agreement.

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance within 10 business days 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 you opened your account less than 30 days before the date of the suspected error, the 10-business-day period is extended to 20 business days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of- sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 business days. If we do not receive it within 10 business days, we may not credit your balance.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

14. Your Liability for Unauthorized Transfers

If you permit other persons to use the Service or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling (800) 433-7328 or (818) 937-5300 or writing us at Financial Services, 300 E Magnolia Blvd, Ste 401, Burbank, CA 91502.**

For Consumer Deposit Accounts Only: Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer has been made from any of your deposit accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as $500. Furthermore, if any account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days for a transfer from a Clearpath Account after a Clearpath statement showing such a transfer was transmitted, 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 the money if you had told us in time.

If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

15. Our Liability for Failure to Complete Transfers

If we do not complete a transfer you send from your consumer deposit account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.

B. The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.

C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.

D. If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable) for your Pay To and Pay From Accounts enrolled with Zelle, the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.

E. If the intended recipient of a transfer is not enrolled in Zelle at Clearpath or another Network Financial Institution.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

16. Fees

There is no service fee from us to use the Service, but your eligible Clearpath Account used in connection with the Service may have its own fees. Check your deposit account agreement and accompanying fee schedule for information on account fees. Additionally, if we process a transfer in accordance with your Instructions that overdraws your Clearpath Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. We will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated Pay From Account. You will be responsible for paying any wireless carrier, data, internet, or other communication service charges incurred through the use of wireless, data, internet, or communication services in connection with the Service.. Fees are subject to change from time to time upon notice to you as may be required by law.

17. Use of Our Online Banking Website and/or Mobile App

You agree to access and use the Zelle® Service through Clearpath Federal Credit Union's Online Banking services and/or Mobile Banking App in accordance with our Electronic Services Agreement and Disclosure, available at www.clearpathfcu.org, which is incorporated into and made part of this Agreement by reference.

18. Cancellation of the Service

You may cancel your use of the Zelle® Service at any time through Online Banking, the Mobile Banking App, or by contacting Clearpath Federal Credit Union. Cancellation of the Zelle® Service will not affect any transactions that have already been initiated or are in process.

Clearpath Federal Credit Union reserves the right to suspend, restrict, or terminate your access to the Zelle® Service at any time, with or without notice, for security, risk management, suspected unauthorized activity, inactivity, or as otherwise permitted by applicable law.

Upon cancellation or termination of the Service, your enrolled email address(es), mobile phone number(s), and other associated registration information may be removed from the Zelle® network.

19. Right to Terminate Access

Clearpath Federal Credit Union reserves the right to limit, suspend, or terminate your access to the Zelle® Service, in whole or in part, at any time and without prior notice, for any reason permitted by applicable law,

including but not limited to suspected fraud, unauthorized activity, security concerns, misuse of the Service, violation of this Agreement, inactivity, or termination of your account or Online Banking access.

Clearpath Federal Credit Union may also delay, block, or refuse to process any transaction that we believe may involve unauthorized activity, fraud, illegal activity, or a violation of applicable laws, rules, or regulations.

Termination of the Zelle® Service does not affect any obligations or transactions initiated prior to termination.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® 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.

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 FINANCIAL INSTITUTIONS 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 THE ZELLE® 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 FINANCIAL INSTITUTIONS 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 Zelle® Service and agree to indemnify, defend, and hold harmless Clearpath Federal Credit Union, Zelle®, Early Warning Services, LLC, participating financial institutions, and each of their respective owners, directors, officers, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, losses, liabilities, damages, judgments, expenses, and costs of any kind, including reasonable attorneys’ fees and court costs, arising out of or relating to:

(i) your use of the Zelle® Service;

(ii) the use of the Zelle® Service by any person using your account credentials, User ID, password, mobile device, or enrolled account information;

(iii) your violation of this Agreement;

(iv) your violation of any applicable law, rule, or regulation; or

(v) your infringement of any rights of another person or entity, including privacy, intellectual property, or proprietary rights.

Your obligations under this Section shall survive termination of this Agreement and your use of the Zelle® Service.

23. Governing Law; Choice of Law; Severability

Except as otherwise provided by applicable federal law, this Agreement and your use of the Zelle® Service shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

This Agreement shall be binding upon and inure to the benefit of Clearpath Federal Credit Union and its successors and assigns.

No delay or omission by Clearpath Federal Credit Union in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy. Any waiver by Clearpath Federal Credit Union must be in writing and signed by an authorized representative of the Credit Union.

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable under applicable law, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

24. Miscellaneous

Subject to the terms of this Agreement, the Zelle® Service is generally available twenty-four (24) hours a day, seven (7) days a week, except during periods of maintenance, system updates, outages, or circumstances beyond the control of Clearpath Federal Credit Union or Zelle®.

Member service assistance is generally available during Clearpath Federal Credit Union's normal business hours, excluding federal holidays.

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

If applicable under the terms of Clearpath Federal Credit Union's Electronic Services Agreement and Disclosure or other applicable agreements, Zelle® and Early Warning Services, LLC shall be considered third-party beneficiaries of any arbitration provision, class action waiver, or similar dispute resolution provision contained therein and may enforce such provisions as applicable.