

online banking, billpay & electronic services agreement



Password and Security

You agree not to give or make available your Online Banking access password to any unauthorized individuals. You are responsible for all bill payments you and/or your BillPay authorized user authorize(s) using the service. If you permit other persons to use the service or your Online Banking access password (even though you have agreed not to disclose this information), you are responsible for all transactions they authorize. If you believe that your password has been lost, stolen or compromised, or that someone may attempt to use the service without your consent or has transferred money from your account by accessing your account without your permission, you must notify the Credit Union immediately by calling (818) 238-2900.

You also agree that UMe Federal Credit Union may revoke your BillPay and/or Online Banking account access if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the password belonging to you and/or your authorized user. Further, you agree that if you have caused a loss to the Credit Union, the Credit Union may revoke or refuse to grant you BillPay services and/or Online Banking access.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction

If you believe your password has been lost or stolen, or that someone will, or may, use it to transfer money from your account without your permission, you must telephone the Credit Union, immediately, at: (818) 238-2900; or write to the Credit Union at:

UMe Federal Credit Union P.O. Box 7767 / Burbank, CA 91510-7767

Disclosure of Account Information to Third Parties

The Credit Union may disclose information to third parties about your account or transfers you make:

- + When it is necessary to complete an electronic transaction; or
- + In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- + In order to comply with a government agency, court order or any legal process; or
- + If you give the Credit Union written permission.

Alterations and Amendments

The terms of this agreement, applicable fees and service charges may be altered or amended by the service from time to time. In such event, the service shall send notice to you at your address of record or by secure electronic message via the Online Banking system. Any use of the services after the service sends you a notice of change will constitute your agreement to such change(s). Further, the service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the service reserves the right to terminate this agreement as to all such prior versions of the BillPay programs, services, and/or related material and limit access to the service's more recent revisions and updates.

Mailing Address and E-mail Address Changes

You agree to promptly notify UMe Federal Credit Union, in writing, of any address change. Changing your address on the service does not automatically update your address of record at UMe Federal Credit Union. Similarly, updating your address at UMe Federal Credit Union does not automatically update the address on the service. You will provide UMe Credit Union with a valid email address upon login to your Online Banking or BillPay account or whenever you are prompted to do so by the system.

Termination or Discontinuation

In the event you wish to discontinue the Online Banking / BillPay service, you must contact UMe Federal Credit Union within 10 days prior to the actual service discontinuation date. You may request the service discontinuation via UMe Federal Credit Union's "Secure Message" found within Online Banking or by written correspondence sent via U.S. Postal Service. Written notice must be signed and mailed to:

UMe Federal Credit Union P.O. Box 7767 / Burbank, CA 91510-7767

umecreditunion.com

3000 W. Magnolia Blvd. Burbank, CA 91505
t 818) 238.2900 f 818) 238.2930

UMe Federal Credit Union may terminate service to any individual at any time with cause, but without advance notice. Neither termination nor discontinuation shall affect your liability or obligation under this agreement.

Internet Bill Pay Disclosure

This is your bill paying agreement with UMe Federal Credit Union.

Your acceptance, retention, or use of an electronic funds transaction hereunder constitutes an agreement between you and UMe Credit Union as described below.

This disclosure and agreement is given by UMe Credit Union in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested. All references within this document to the terms "BillPay," "Payment Service" and/or "the Service" reflect the Bill Payment Service offered by UMe Federal Credit Union.

You acknowledge electronic receipt of the Terms and Conditions Agreement ("Agreement") associated with UMe Federal Credit Union's BillPay service and agree that you have read and will abide by this agreement. You also agree that UMe Federal Credit Union does not need to provide you with an additional, paper (non-electronic) copy of this agreement, unless specifically requested. Further, you understand that using your browser's print command and a printer, you can print a copy of this agreement.

Business Day Disclosure

Business days are Monday through Friday, except holidays. Business hours are 9:00 a.m. to 5:00 p.m. ATMs, POS terminals, Telephone Banking System, Online Banking access and the BillPay service are, generally open, but not always accessible, 24-hours a day, 7 days a week.

Enrollment Request for BillPay Service

You may use UMe Federal Credit Union's bill paying service, to direct UMe Federal Credit Union to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

UMe Federal Credit Union reserves the right to refuse enrollment in the BillPay service to any member who does not meet the service criteria which has been established by the Credit Union.

BillPay Service

As used in this Agreement, the term "payee" means the vendor, biller, person or entity to which you wish a bill payment to be directed; "payment instructions" means the information provided by you to the service for a bill payment to be made to your payee (e.g., payee name, account number, payment amount, payment date, user name and password, if applicable, etc.); "payment account" means your checking account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable share account or available balance on line of credit accounts at UMe Federal Credit Union, from which all bill payments may be made and/or such funds collected; "scheduled payment date" means the business day of your choice upon which your bill payment will be made and your "payment account" will be debited; and "cutoff time" by 12:00 pm Pacific Time on any business day, and is the time by which you must transmit instructions to have them considered entered on that particular business day. Please note, your "payment" account will be debited on the date in which the bill payment check clears for all payees that do not accept electronic payments.

By providing the payment service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the service to follow the payment instructions that it receives from you or your authorized user through the Bill Payment service. When the service receives a payment instruction, you authorize it to debit your payment account and remit funds on your behalf so that the funds arrive as close to the business day designated by me as reasonably possible. All payments you make through Online Banking BillPay will be deducted from your designated payment account. Any payee you wish to pay through the service must be payable in U.S. Dollars. Each payee must appear on the payee list I create. You must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by payee. (IMPORTANT: Payments may take up to 5 business days to reach the vendor (payee), as they are sent either electronically or by check. UMe Federal Credit Union is not liable for any service or late charges levied against me). The Credit Union is not liable for any damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for the payment in a timely manner, or for any other circumstance beyond the control of the Credit Union.

In all cases, you are responsible for making alternate arrangements for the payment. Insufficient available funds will prevent you from making any payments through the service until the matter is resolved. If your payment was returned for any reason other than insufficient/

unavailable funds, you may contact us directly once the payment has been withdrawn from your payment account. You understand that UMe Credit Union has the right to terminate this Service if you have delinquent loans, or do not have an account or loan in good standing.

You authorize UMe Credit Union, and any third-party acting on our behalf, to choose the most effective method to process your payments. The Credit Union reserves the right to refuse to make any payments. The service will use its best efforts to make all payments properly. However, the service shall incur no liability if it is unable to complete any payments initiated by you through the service because of the existence of any one or more of the following circumstances:

UMe Credit Union will NOT be liable, for instance, if:

- + Circumstances beyond the service's control (such as, but not limited to, fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- + Through no fault of UMe Credit Union, you do not have enough money in your payment account (or sufficient funds) to complete the payment or transfer, or the transaction would exceed the credit limit of your overdraft account;
- + The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- + UMe Credit Union has received incorrect or incomplete information from you or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
- + The Online Banking access, the Bill Payment service or other electronic services system contemplated hereunder was not working properly or had a malfunction and you knew about this breakdown when you started the transaction;
- + Your Online Banking access password has been reported lost or stolen, has expired, is inactive due to non-use, is retained by UMe Credit Union at your request; or because your password has been repeatedly entered incorrectly;
- + UMe Credit Union's failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
- + There may be other exceptions;
- + The payee mishandles or delays a payment sent by the service;
- + You have not provided the service with the correct names, phone numbers, or account information for those persons or entities to which you wish to direct payment;
- + Provided none of the foregoing exceptions to the service performance obligations are applicable, if the service causes an incorrect amount of funds to be removed from your payment account or causes funds from your payment account to be directed to a person or entity which does not comply with your payment instructions, the service shall be responsible for returning the improperly transferred funds to your payment account and for directing to the proper recipient any previously misdirected payments or transfers.
- + Payment will be made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. Whether the payment is made electronically or by check is determined by the payee (e.g., some payees are unable to accept electronic payments).
- + You give or make available your online banking username, password, and account access to unauthorized individuals or third parties.

Instructions for Setting up Payees & Payments:

Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative. UMe Federal Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

Payments: You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's). UMe Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Bill Paying Process

Payments

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, is currently 12:00 p.m. Pacific Standard Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Canceling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Limitations

The following are limitations to the use of the Credit Union's Bill Pay service:

- + Bill payments can only be made from your checking account;
- + Payments cannot be made to payees outside of the United States;
- + If you close the designated bill payment checking account, all scheduled payments will be stopped;
- + You cannot stop a payment if the payment has already been processed;
- + You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and

Methods and Restrictions

Payments are made to your payee either electronically or by check. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payment is sent electronically, the payment may take up to four business days to process. If the payment is sent by check, it may take up to ten business days to process. Please note, your "payment" account will be debited on the date in which the bill payment check clears for all payees that do not accept electronic payments.

Member Responsibilities

You are responsible for:

- + Having funds available at the time of scheduling payments or transfers and when the scheduled transfers or payments clear your "payment account"
- + Any late payment, late fees, interest payments, and service fees charged by merchant(s).
- + Any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions.
- + Accurate data input of payee information (payment amount(s), name, address, account numbers and any other pertinent information).
- + Terminating Bill Pay service through Online Banking; and
- + Allowing sufficient time for bill payments to be processed so that the funds can be delivered to the payee on or before the due date.

Liability

You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN), Password, and Username.

If you want to terminate another person's authority to use the Bill Pay service, you must notify the UMe Federal Credit Union and arrange to change your PIN or Password. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

UMe Federal Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

UMe Federal Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the credit union after you learn that you have not received credit from a "Payee" for a bill payment.

UMe Federal Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

Amendment

UMe Federal Credit Union has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

Termination

UMe Credit Union has the right to terminate this agreement at any time. You may terminate this agreement by written notice to UMe Federal Credit Union. UMe Federal Credit Union is not responsible for any fixed payment made before the credit union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the UMe Federal Credit Union on your behalf.

Disputes

In the event of a dispute regarding the service, you and the service agree to resolve the dispute by looking to this agreement. You agree that this agreement is the complete and exclusive statement of the agreement between you and UMe Credit Union and the service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you, UMe Credit Union and the service relating to the subject matter of this agreement. If there is a conflict between what one of the service's employees says and the terms of this agreement, the terms of this agreement shall control.

Assignment

The service may assign this agreement to any future, directly or indirectly, affiliated company. The service may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third-party service providers.

No Waiver

The service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the service. No delay or omission on the part of the service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE PRECEDING 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.

Description of Services

- We have partnered with the ZelleNetwork (“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 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.
- 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.

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 Zelle Network Standard Terms agreement (“Agreement”). You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

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.

We may make amendments to this Agreement and any related fees or charges by sending you a notice via e-mail or regular mail sent to the address as it appears in our records. Unless otherwise required by law, we will provide you notice of such changes in a manner we deem reasonable. Any use of the Service after we send you a notice of change shall constitute your acceptance of such terms. A UMe Checking Account is the only type of Credit Union account that can be enrolled with the Service.

Consent to Share Personal Information (Including Account Information)

By agreeing to these Terms and Conditions and/or using the Service, you agree that we may disclose information about your account or the funds you receive or send to third parties:

- In order to complete transactions;
- In connection with offering the Service;
- In connection with the investigation of any claim related to your account or the funds you send or receive;
- To comply with government agency or court orders;
- In accordance with your written permission; or
- As otherwise permitted in accordance with the terms of our Privacy Policy.

Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy on the UMe website, which is incorporated into and made a part of this Agreement by this reference.

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, 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. UMe Credit Union's Privacy Policy is available here: (<https://www.umecreditunion.com/footer-menu/privacy>).

Enrolling for the Service

- You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- Once enrolled, you may:
 - authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - 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."
 - If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

Consent to Emails and Automated Text Messages

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

- 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.
- 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.
- 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.
- 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.
- To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our member service department at (818) 238-2900. You expressly consent to receipt of a text message to confirm your "STOP" request.

Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need, or Zelle may need, additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your credit union 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.

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. NEITHER WE NOR ZELLE OFFERS 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).

Send Limits

There are daily limits on the amount of money you can send through the Service. For security reasons, we do not disclose send limits in this Agreement. Please contact us at (818)-238-2900 for information regarding applicable send limits.

Transfer limits applicable to Users of other Network Banks are governed by the User's Network Bank. Transfer limits applicable to Users who use the separate Zelle service website or mobile app are governed by Zelle's separate service agreements. You understand that if you use the separate Zelle transfer service website or mobile app, you may be subject to lower limits than those applicable to you using the Service hosted directly by us.

We reserve the right to change from time-to-time the dollar amount of transfers you are permitted to make using the Service. All transfer limits are subject to temporary reductions to protect the security of accounts and/or the Service.

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, at 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.

Transaction Errors

Telephone us at (818) 238-2900, or email us at contactus@umecreditunion.com, or write to us at PO Box 7767, Burbank, CA 91510-7767, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number, if any.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more 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 10 business days (Monday through Friday, except designated holidays).

We will determine whether an error occurred within 10 business days* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days** to investigate your complaint or question. If we decide to do this, we may credit your account within 10 business days* for the amount you think is in error, so that you may 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 10 business days, we may not credit your account.

We will tell you the results of our investigation within three business days after we finish 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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

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 (818) 238-2900, or emailing contactus@umecreditunion.com or writing to us at PO Box 7767, Burbank, CA 91510-7767

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 do not tell us within sixty (60) days from the date of the transaction, you may not get back any money you lost after the 60 days.

Liability for Failure to Complete Transfers

If we do not complete a transfer you send from your UMe 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:

- 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.
- 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.
- Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- If you have not provided us with complete and correct transfer information, including without limitation the email address or mobile phone number of the recipient for transfers you send and transfer amount for a transfer.
- If the intended recipient of a transfer is not registered with the Service.

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.

Fees

Currently we do not charge any fees unique to this Service although the fee provisions of related agreements and disclosures also apply to this Agreement as applicable. We reserve the right to impose and change fees at our discretion, but we will provide you with at least 45 days advance notice in the manner required by law before we institute or change any fees.

Use of Our Online Banking Site and/or Mobile App

You agree to access this website and/or Mobile App in compliance with our UMe Website Terms of Use & Agreement, which is incorporated into and made part of this Agreement by this reference.

Cancellation of the Service

You may terminate your use of the Service at any time by writing to us at PO Box 7767, Burbank CA 92510-7767, calling us at (818) 238-2900 or by sending us a secure message using our Online Banking Message Center. You must notify us at least ten (10) business days prior to the date on which you wish to have your Service terminated. If we have not completed processing of your termination request and you have not otherwise canceled a payment, you will be responsible for payments with transaction dates during the ten (10) business days following our receipt of your written notice of termination. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

Right to Terminate Access

We may terminate your participation in the Service at any time. We will try to notify you in advance, but we are not obligated to do so.

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Service, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when you no longer have an eligible UMe Credit Union account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your account is not in good standing, that account will not be eligible to be used in connection with the Service. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the Zelle network or with a particular financial institution at any time.

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.

Limitation of Liability

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.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR ZELLE, OR OUR RESPECTIVE 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 AND/OR ZELLE HAVE 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 THE CREDIT UNION, ZELLE, AND/OR OUR RESPECTIVE 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).

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 us, Zelle, and our 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 attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or the use of the Service by anyone using your card number, account number, PIN, User ID or password or any violation by you of the terms of this Agreement.

Governing Law; Choice of Law; Severability; Resolution of Disputes by Arbitration

Any dispute arising under this Agreement shall be governed by and subject to the Resolution of Disputes by Arbitration Agreement contained with your Member Account & Agreement Disclosure.

This Agreement and its enforcement shall be governed by the laws of the State of California, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Service shall be governed by laws of the Member Account & Agreement Disclosure. We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

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. In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with the Service, including, but not limited to, the Member Account & Agreement Disclosure, and all applicable State and Federal laws and regulations. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.