



# Zelle Network® Standard Terms

Updated: 03/29/2024

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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

In this Zelle Network® Standard Terms Agreement (Agreement), the reference to "We," "Us," "Our" and "Credit Union" mean EMPOWER FEDERAL CREDIT UNION. The words "You" and "Your" mean each person accepting this Agreement. We may change the terms of this Agreement at any time without prior notice to you in accordance with the requirements of applicable law. By your continued use of the Service, you agree to any changes of this Agreement.

## 1. Description of Services

- a. We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® 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.
- d. Transfers using the Zelle® Network will be conducted pursuant to the rules of any funds transfer system by which the transfers are made, as amended time from time, including, without limitation, the CUSC Network Rules, the National Automated Clearing House Association ("NACHA") or real time payment services ("RTP").

## 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. You represent that you have the authority to authorize debits and credits to the enrolled 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. We shall have the right to suspend or terminate your use of the Service if we believe you are using the Service for the payment of or solicitation of payments as described in this paragraph.

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 reserve the right to suspend or terminate your use of the Service in conjunction with our [Denial of Services](#) and [Abusive Member Policy](#) or if you are using the Service for the payment of illegal or brand damaging activities. Illegal or brand damaging activities include, but are not limited to:

- o Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);
- o Firearms, ammunition and other weapons;
- o Sexual activities or materials;
- o Pornography;
- o Materials that promote intolerance, violence or hate;

- Ponzi schemes;
- Traveler's checks, money orders, equities, annuities, or currencies;
- Digital currencies such as bitcoins;
- Terrorist funding;
- Fraud, for example:
  1. Unauthorized payments that occur in instances of account takeover, lost/stolen debit cards or account information, etc.;
  2. Scams - Recipient convinces a Sender to send money with Zelle® by (i). pretending to be or to represent another person or entity; or (ii). offering to provide a good, service, or additional funds while intending to provide nothing in return.
- Money laundering
- Use of the Zelle® Payments Service in a manner for which it was not intended, or in a way that another member finds harassing or inappropriate (e.g., use of memo fields to communicate with another member with no intention of processing a Payment).

We may determine other eligibility criteria in our sole discretion.

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

You consent to our disclosure of your personal information (including bank account information) to Zelle®, Service Providers, other Network Financial Institutions, and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures and the following:

- a. As necessary to resolve a problem related to a transfer or complete payment between you and another User;
- b. To comply with inquiries in connection with fraud prevention or any investigation;
- c. To comply with government agencies or court orders;
- d. For fraud and identity verification purposes;
- e. For our general business purposes, including without limitation data analysis and audits; or
- f. As otherwise permitted by the terms disclosed within Empower Federal Credit Union's Privacy Notice, which is included within our [Consumer Membership & Account Agreement](#).

### **4. Privacy and Information Security**

We make maintaining the security and the protection of your information a top priority. You can access our Privacy Notice via our [Consumer Membership & Account Agreement](#).

### **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 use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, member type, mobile device identifiers and other device and subscriber status information) to us or Zelle® or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See Zelle®'s Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. See Empower Federal Credit Union's [Consumer Membership & Account Agreement](#) for our Privacy Notice.

## 6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to continue 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.
- b. Once enrolled, you may:
  - i. authorize debits 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, 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 re-enroll.
- d. Once enrolled, a Z logo will appear on your profile picture 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 with Zelle®.

## 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 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 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, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from Zelle®, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736. You expressly consent to receipt of a text message to confirm your “STOP” request. For assistance from an Empower representative, contact our member service team at 1.800.462.5000 or by sending a message through online banking.

## 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 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.

The availability of all transfers made into your account pursuant to the Service are subject to our funds availability policy which can be found in our [Consumer Membership & Account Agreement](#) section "Your Ability to Withdraw Funds".

## 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 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 account. You understand that once you send the payment, you will have no ability to stop it. It is important that you make sure the information regarding your transfer is correct because once it is sent the transfer cannot be stopped or cancelled. 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, and we shall not be held liable for any damages that may result from such delay or prevention of the transfer.

## 10. Liability

Neither we nor Zelle® shall have liability to you for any transfers of money made with the Service, including without limitation, (i) any failure, through no fault of ours or Zelle® to complete a transfer in whole or in the correct amount, or (ii) any related losses or damages consequential or otherwise that may result from your use of the Service. Neither we nor Zelle® shall be liable for any typos or keystroke errors, misidentification of the recipient or other 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 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).

## 11. Send Limits

Your Zelle® transactions may be subject to frequency (daily and/or monthly) and transactional amount limits that can change at any time for any reason with or without prior notice. Please refer to our Electronic Funds Transfer disclosure in the [Consumer Membership & Account Agreement](#) for Electronic Funds Transfers initiated by Third Parties.

## 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 us, 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.

## 13. Transaction Errors

In case of errors or questions about electronic fund transfers telephone us at the following number or send us a written notice to the following address as soon as you can.

Empower FCU, 1 Member Way  
Syracuse, NY 13212 Phone: 1.800.462.5000

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears. You must (1) tell us your name and account number; (2) describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information and (3) 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 has occurred

within ten (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 will credit your account within ten (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 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. We will tell you the results within three (3) 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. 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 ten (10) business days to investigate the error. If you give notice of an error within 30 days after you make the first deposit to your account, we will have 90 days instead of 45 days to investigate the error.

#### **14. Your Liability for Unauthorized Transfers**

Keeping safe and protecting your access credentials is your sole responsibility. In the event your access credentials are lost or stolen, contact us at once at 1.800.462.5000. You could lose all of the money in your account and be liable for a negative balance if you provide your access credentials to another person and they initiate a fraudulent transaction. When you provide your access credentials to another person to access your account you are authorizing that person to use Zelle® and other payment services. You are responsible for all transactions that are performed while using your service. All transactions that person performs, even those that you did not want, are authorized transactions.

#### **15. Liability for Failure to Complete Transfers**

Refer to the “Financial Institution’s Liability” section of our Electronic Funds Transfer disclosure included in our [Consumer Membership & Account Agreement](#).

#### **16. Fees**

There is no fee for sending or receiving a transfer under the Service.

#### **17. Use of Our Online Banking Site and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our [Electronic Consent Agreement](#), [Consumer Membership & Account Agreement](#), and the [Empower Federal Credit Union Online Banking Agreement and Disclosure](#), and are now incorporated into and made part of this Agreement by this reference.

#### **18. Use Cancellation of the Service**

You may cancel the Service by contacting our member service team at 1.800.462.5000 or by sending a message through online banking. By canceling the Service, any pending, repeating and future dated transfers, will also be terminated, however any transfer that is currently in process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

#### **19. 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.

## 20. 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).

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT OF SUCH LIABILITY AS CANNOT BE EXCLUDED BY LAW, THE FOREGOING LIMITATIONS AND DISCLAIMERS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

## 21. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, Zelle®, 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.

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

This Agreement shall be governed in its entirety by the laws of the State of New York, without regard to any conflicts of law provisions. The parties designate the County of Onondaga, State of New York as the place of venue for the resolution of any issues arising under this Agreement or if legal action is instated under this Agreement.

## 23. Information Collected while Using the Application

While using Zelle®, to use the QR Code feature, with your prior permission, Zelle® may access pictures and other information from your device's Contacts, Camera, and Photos.

Any information collected is used to provide features of the Zelle® service and/or to improve and customize the user experience. The information may be uploaded to our servers, or it may be simply stored on your device.

You can enable or disable access to this information at any time, through your device settings.

## 24. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or

Zelle®'s control. Live member service generally will be available at regular business hours 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.

All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against the other party regarding the terms of this Agreement.

This Agreement constitutes the entire Agreement between us and you with respect to the Services.

Any other documents, disclosures or agreements including the Membership and Account Agreement between you and us remain in effect, enforceable and unchanged by this Agreement.