

Benchmark Community Bank - Zelle® Network Terms of Use

The following are the Terms of Use for Zelle® Service at Benchmark Community Bank ("Service"). These Terms of Use supplement, modify, and incorporate by reference your deposit account agreements with Benchmark Community Bank, including our Deposit Account Agreement, Funds Availability Policy Disclosure, Electronic Funds Transfer Disclosure, Truth In Savings Disclosure, and Terms and Conditions for Online Banking & Bill Payment (collectively, the "Deposit Agreements"). If there is any conflict between any term of any Deposit Agreements and these Terms of Use, these Terms of Use shall control. Certain defined terms used herein are defined in other agreements referenced herein. You may have additional rights and duties under our Deposit Agreements, delivered to you when you opened your Account at Benchmark Community Bank.

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"). Financial institutions, including Benchmark Community Bank, that partner with Zelle are herein referred to as "Network Banks."
- (b) Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- (c) THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST, YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST

2. Eligibility and User Profile

When you enroll to use the service, 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 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. You 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 in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

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.

Content Standards: You agree that you will not upload or provide content or otherwise post transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims. We reserve the right to amend these terms at any time.

This service is available to our customers with an eligible deposit Account currently enrolled in Internet Banking. Account eligibility rules may differ if you are enrolling in Zelle through another Participating Financial Institution or on Zelle's separate transfer service website or mobile app. In order to receive funds transfers into your Account, that Account must be in good standing. In order to transfer funds out of your Account to another individual or business, you must have an available balance in that Account.

When you register 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 be bound by these Terms of Use. You represent that you are a U.S. resident (not including the U.S. territories), at least eighteen (18) years of age, and you have the authority to authorize debits and credits to the registered bank account ("Account").

You agree that you will not use the Service to request, send, or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by law. You further agree that you will not use the Service for International ACH Transactions, which are prohibited under these Terms of Use.

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 registration if we believe that you are registering to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

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

Information shared with Zelle is information that is needed to process your request for enrollment or transfer of funds in accordance with customary processes and procedures.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy of Consumer Financial Information Policy by clicking [here](#). Consumer Financial Information Policy is incorporated into and made a part of these Terms of Use by this 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 operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of your business relationship. See *Zelle's* privacy policy (<https://zellepay.com/privacy-policy>) for how it treats your data.

6. Enrolling for the Service

- (a) You must provide us with an email address that you regularly use and intend to use regularly (i.e. no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period (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 registered, 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 Section 8 below, entitled "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 enroll again.
- (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 registered, 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 these Terms of Use. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Service or related transfers between Network Banks and you. You agree that we may, *Zelle* may or any of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

- (a) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including, without limitation, for short message service. Please refer to your carrier's mobile service agreement for further details or applicable fees.
- (b) You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.

- (c) In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- (d) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- (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 customer service at 1-434-676-2666. You expressly consent to the receipt of a text message to confirm your "STOP" request.
- (f) Supported Carriers: The most widely used mobile phone carriers are supported. For additional questions, contact your wireless carrier using the contact details that they have provided to you.

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 these Terms of Use and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) these Terms of Use, and (ii) your express authorization at the time of the transaction for us or another Participating Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money.

If you are sending money to someone who has not registered as a User with *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 entities that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete the 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.

THIS SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOOD OR SERVICES THAT YOU RECEIVED WERE DAMAGED OR ARE NOT OTHERWISE WHAT YOU EXPECTED).

11. Send Limits

We reserve the right, at any time in our sole discretion, to impose limits on the amount(s) and/or number of payments that you send, receive or request over a certain period. If you attempt to send, receive or request payment(s) in excess of those limits, such payment may be rejected.

If you are permitted to send, receive or request payment(s) in excess of your limit, such payment shall be subject to these Terms of Use, and we are not obligated to accept similar payment(s) at other times. The standard limit for sending money is \$100 per transaction with a \$200 daily limit, commencing 12:00 a.m. EST and ending 11:59 p.m. EST.

We will make funds available for money received in accordance with our standard funds availability policy, as outline in the Deposit Agreement.

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, that we will not send a reminder or repeat request to that User.

By accepting these Terms of Use, 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 form 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 the 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

You are responsible for all electronic funds transfers and electronic payments you make using the Service. If you permit other persons to use the Service or use your User ID or Password, you are responsible for all electronic funds transfers they make from your Account(s).

Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you make when using the service.

If you are an individual and use your Account(s) for personal, family or household purposes, important limitations on your liability for unauthorized electronic funds transfers and other electronic errors that are covered by Regulation E (12 C.F.R. Part 1005) are explained in our Electronic Funds Transfer Disclosure.

However, if you use the Services for any business activity, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorized to use the Services and to prevent all unauthorized use by other employees or persons.

14. Your Liability for Unauthorized Transfers

If you believe an unauthorized transfer was made in any Account in connection with any Service, call us immediately at 1-434-676-2666, or write to us at: Benchmark Community Bank, Kenbridge Main Branch P. O. Box 569, Kenbridge, VA 23944.

You are liable for all transfers and payments that you make or are made by any other user, even if such user exceeds your authority, or is not an authorized signer on your Account(s). You must notify us immediately if you believe any of your Account(s) was accessed or your Password was used without your permission. As long as you give us timely notice (within sixty [60] days after the date of the statement on which the error first appears in your Account), in accordance with the error resolution procedures in the Deposit Agreements or as described in the Electronic Funds Transfer Disclosure applicable to consumer electronic funds transfer transactions, we will reimburse you for the reasonable service charges that you have incurred due to our failure to comply with any instruction you entered and we confirmed in accordance with this Agreement.

This commitment does not cover delays or losses of payments by the U.S. Postal Service or any other common carrier, tax payments, court ordered payments, or any payment request not honored by Benchmark Community Bank.

15. Liability for Failure to Complete Transfers

The Deposit Agreement, Electronic Funds Transfer Disclosure, and these Terms of Use describe our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so.

These Terms of Use applies to our online transactions under the Services. WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (i) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your Internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or (ii) if the payment was a tax payment, a court ordered payment or payment to a payee outside the United States.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. Fees

There is no fee to use the Service; however, regular charges will apply to your Account(s), as applicable. We may change the fees that apply to the Service, and the circumstances under which fees may be waived at any time, or any reason. We will give you reasonable notice of such change, as required by law.

If we process a transaction in accordance with your instructions that overdraws your Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of the Deposit Agreements. We will not be liable for failure to pay any transfer request unless it is drawn against available funds in the designated Account. You will be responsible for paying any telephone company or utility charges and/or internet access service fees incurred while use telephone lines and/or internet access services to connect with 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 Terms of Use, which are available at www.bcbonline.com/bridge/disclosures/ib/disclose.html and incorporated into and made part of this agreement by reference.

18. Cancellation of the Service

If you wish to cancel the Service, you may contact us (434) 676-2666 or contacting your local branch. Any payment(s) that have begun processing before the requested cancellation date will be processed by us.

19. Right to Terminate Access

You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under these Terms of Use. If fraud is suspected, the bank reserves the right to terminate your access to the service at any time.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR *ZELLE* MAKES 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* WARRANTS 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 WE OR *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 WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE*'S SERVICE OR WITH THE TERMS OF THESE TERMS OF USE, 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 WE OR *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).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in these Terms of Use, you agree to indemnify, defend, and hold harmless us, *Zelle*, its owners, directors, officers, agents, and other 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 these Terms of Use.

23. Governing Law; Choice of Law; Severability

The same laws that govern your account relationship with us, as explained in the Deposit Agreements, shall govern these Terms of Use. In any instance whereby you are not subject to the Deposit Agreements, or the terms of the Deposit Agreements are deemed inapplicable, then (i) the laws of the State of Virginia, excluding its conflict of law rules, shall govern these Terms of Use, and (ii) you hereby irrevocably consent that all claims or disputes arising out of or in connection with these Terms of Use shall be heard exclusively by any of the federal or state court(s) of Virginia.

We will not be deemed to have waived any of our rights or remedies under these Terms of Use 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 of any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any of these Terms of Use conflicts with the law under which these Terms of Use are to be construed or if any provision of these Terms of Use are held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to have restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms of Use 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.

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 customer service is generally available Monday through Friday, excluding US Bank Holidays.

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

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