

Zelle Network® Standard Terms and Conditions

This Zelle Network Standard Terms and Conditions (this "Agreement") is a contract between the Credit Union of Texas ("CUTX," "us," "we," or "our") and the CUTX Member ("you" and "your") in connection with the Zelle Service defined herein. In addition to this Agreement, in connection with your use of the Zelle Service, you may be subject to, and/or required to agree to, account agreements, guidelines, rules, schedules, disclosures, disclaimers, and other terms that CUTX has previously provided to you, or otherwise made available to you, from time to time (collectively "Additional Agreements"). All such Additional Agreements are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, fee schedules, About Your CUTX Accounts Membership, Account Agreement, and any agreement, rules, or other terms governing any checking account, savings account, or any other deposit account, loan account, line of credit account, credit card account, and/or any other account you may access while using the Zelle Service. If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreements, the terms and conditions of the specific Additional Agreement shall govern as to that particular service unless expressly stated herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by CUTX in any Additional Agreements we provide you.

1. Description of Zelle Services

- a. The Zelle Network® ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."
- 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 transferred by a Network Financial Institution.
- c. THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE 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 Zelle 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 Zelle 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 Zelle Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle Service or share your credentials with a third party to use the Zelle Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle Service at any time and without prior notice, including for reasons involving your use of the Zelle Service at any Network Financial Institution which may be deemed to be illegal, improper, brand-damaging or potentially exposing us, Zelle, or the financial system to risk.

The Zelle Service is intended for personal, not business, or commercial use. You agree that you will not use the Zelle 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 Zelle 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 Zelle Service if we believe that you are using the Zelle Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Zelle Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle 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 or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle 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 Zelle 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 Zelle Service.

The Zelle Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags you may use. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Zelle 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 Zelle 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 Zelle Service. We respect the intellectual property of others and require that Users 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 Zelle Service that is subject to intellectual property rights claims.

You understand and agree that we may amend, modify, supplement, replace, or restate the terms and conditions of this Agreement (hereinafter referred to as an "Amendment"), in whole or part, at any time and for any reason, without prior notice. Any such Amendment of this Agreement shall not affect your existing liability or obligations. Your continued use of the Zelle Service after such Amendment constitutes acceptance of the Amendment to the Agreement terms.

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

By accepting this Agreement, you consent to share personal and banking account information with Zelle and Network Financial Institutions, as provided for in the Credit Union of Texas Privacy Notice at <https://www.cutx.org/-/media/documents/cutx-privacy-notice.pdf>, and in connection with your use of the Zelle Service for the following purposes:

- a. To complete transactions using the Zelle Service;
- b. To verify the validity of your debit card or checking account;
- c. To investigate any claim to your account (send/receive funds)
- d. To comply with government agency or court orders;
- e. To act in accordance with your written permission;
- f. To verify your identity to confirm compliance with applicable law, to include without limitation, the USA Patriot Act; or
- g. To act for our general internal business purposes, such as data analysis and/or audits, as permitted in our Online Privacy Policy: <https://www.cutx.org/about-us/disclosures-and-policies/privacy-policy>.

4. Privacy and Information Security

We make the security and the protection of your information a top priority. You can access the CUTX Privacy Notice at <https://www.cutx.org/-/media/documents/cutx-privacy-notice.pdf> and the CUTX Online Privacy Policy at <https://www.cutx.org/privacy-policy> (collectively, the "CUTX Privacy Policies"), which the CUTX Privacy Policies are incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

CUTX and/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 and/or unauthorized use of the Zelle Service. By using the Zelle Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, such as mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status about your account, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. You may review the Zelle Privacy Policy at <https://www.zellepay.com/privacy-policy> on how it treats your data.

6. Enrolling for the Zelle Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Zelle 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 U.S. mobile phone number or email address, or we receive information that you are not the owner of the U.S. 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 Zelle Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle.
- e. If you enroll for the Zelle Service and select to use a Zelle tag, the mobile phone number associated with your user profile will be used as the contact method for communication related to the Zelle Service and must meet the requirements described herein.

7. Consent to Emails and Automated Text Messages

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify CUTX if any email address or mobile phone number you have enrolled in or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either CUTX or Zelle or that CUTX 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 CUTX sends 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 CUTX or Zelle, including messages that you may send through CUTX or through Zelle or that CUTX may send or Zelle may send on your behalf.
- e. To cancel text messaging from CUTX, please send STOP to 58189. For help or information regarding text messaging, please send HELP to 58189 or contact CUTX at help@cutx.org. You expressly consent to the receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: AT&T, Verizon, T-Mobile, and other major U.S. Carriers.

8. Receiving Money; Money Transfers by Network Financial Institutions

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, CUTX, Zelle, the other Network Financial Institutions and other Users, CUTX 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 CUTX or Zelle delays or blocks a payment that you have initiated through a request for money, we will notify you in accordance with your user preferences (i.e., email, push notification).

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

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

9. Sending Money; Debits by Network Financial Institutions

You may send money to another User at your initiation or in response to that User's request for money. You understand and agree that use of this Zelle Service by you shall at all times be subject to (a) this Agreement and (b) your express authorization at the time of the transaction for us to initiate a debit entry to your 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 Zelle Service with the email address or U.S. mobile phone number to which you initiated the payment. If the person you sent the money to is already a User, the money is sent directly to the User's account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Zelle Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, CUTX, Zelle, the other Network Financial Institutions, and other Users, CUTX may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and

acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).

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

10. Liability

Neither CUTX nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of CUTX or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither CUTX nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

THE ZELLE 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. CUTX AND ZELLE DO NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE 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). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US AT 214-818-3231 OR USE THOSE PROCESSES DESCRIBED UNDER SECTION 13 TO DISPUTE A TRANSACTION.

If you have disclosed any information such as passwords or access to your account, you are liable for any transactions from your account.

See also Sections 13, 14, and 15 of this Agreement for more information about your liability in certain events when using the Zelle Service.

11. Send Limits

CUTX reserves the right to change from time to time the allowable parameters regarding the amount of money you are permitted to send ("Send Limit") using the Zelle Service. We may from time to time, for security and risk management reasons, modify the limits, frequency, and dollar amount of any Send Limit you can make using the Zelle Service, including, but not limited to, restriction of use of the Zelle Service. You understand and agree that you may not have access to use the Zelle Service. For security reasons, send limits are adjusted based on multiple criteria to ensure safe transactions. To verify your send limits please contact us at help@cutx.org, through live chat within our Online and Mobile Banking Service, through CUTX.org or by visiting a local branch. You understand and agree that you may not send money in excess of your daily, monthly, and transaction limits or exceed the number of electronic transfers as allowed by Federal Reserve Board Regulation D governing savings and money market accounts.

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 CUTX 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 CUTX 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, CUTX may decide or Zelle may decide, on our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions

from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by CUTX or by Zelle®. Neither CUTX 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.

CUTX reserves the right, but assumes 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 must report to CUTX any errors that appear on your periodic statement within 60 calendar days after the statement is mailed or made available to you through Online and Mobile Banking. You should report all errors to CUTX AT ONCE. If you do NOT notify us of any errors within 60 days after the statement was mailed or made available to you through the Online and Mobile Banking Service, you could lose all the money in your account, including any overdrawn line of credit if we can prove that we could have stopped someone from taking the money if you had told us in time. CUTX is not obligated to monitor transactions initiated using the Zelle Service.

To report an error to CUTX, please contact us at help@cutx.org, through live chat within our Online and Mobile Banking Service, through CUTX.org or by visiting a local branch. With your report of an error, CUTX requires the completion of a form and signature with the dispute information. CUTX will determine whether an error occurred within 10 business days after we receive the required form and dispute information. If CUTX requires more time for our investigation, we may take up to 45 calendar days to investigate your complaint or question. We may, in our sole and absolute discretion, provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we complete our investigation, we determine there was no error, we will send you a written explanation of our findings and reverse the provisional credit. If an account is opened 30 days or less as of the date that the suspected error occurred, we may extend the 10-business day timeframe to 20 business days before we provide provisional credit. If we need more time, we may take up to 90 calendar days to investigate your complaint or question.

For more information, please refer to Electronic Funds Transfer Disclosure and Agreement ("EFT Disclosure") within our Account Agreement found at <https://www.cutx.org/learn/disclosures>. In the event of any conflict or inconsistency between the terms of this Section 13 of this Agreement, the Online and Mobile Banking Master Terms and Conditions, and the terms of the EFT Disclosure, the terms of the EFT Disclosure shall govern and control to the extent of such conflict or inconsistency.

14. Your Liability for Unauthorized Transfers

If you give someone your online banking login credentials (password and/or username) or account information, you are authorizing that person to use your account and are responsible for all money transfers that are performed using the Zelle Service. You understand and agree that you, not CUTX, shall be liable for any money transfers you authorize, or which were able to be authorized due to you sharing your online banking login credentials (password and/or username), account information, or any other private data in violation of our Account Agreement or the Online and Mobile Banking Master Terms and Conditions. You further understand and agree that you shall be liable for any errors committed by any party with whom you have shared this data. CUTX shall not be liable for any such activities.

NOTIFY US AT ONCE if you think your password is lost, stolen, or used without your permission, or if you see unauthorized activity in your account or statement, contact us at help@cutx.org, through live chat within our Online and Mobile Banking Service, through CUTX.org or by visiting a local branch,, or by calling member services at (214) 818-3231 or (800) 627-0006.

Please see our Online and Mobile Banking Master Terms and Conditions at <https://www.cutx.org/disclosures/online-banking> and the EFT Disclosure within our Account Agreement at <https://www.cutx.org/learn/disclosures> for more

information about your potential liability for use of the Zelle Service. In the event of any conflict or inconsistency between the terms of this Section 14 of this Agreement, the Online and Mobile Banking Master Terms and Conditions, and the terms of the EFT Disclosure, the terms of the EFT Disclosure shall govern and control to the extent of such conflict or inconsistency.

15. Liability for Failure to Complete Transfers

If a money transfer is not completed from your enrolled account in the correct amount per your instruction, we may be liable for your losses up to the amount of the money transfer. However, we will not be liable to you under the following circumstances:

- a. **Insufficient Funds:** Your enrolled account does not have sufficient funds to complete the money transfer, through no fault of ours.
- b. **User Errors:** The money transfer could not be completed successfully because you provided incorrect or incomplete information, including but not limited to the recipient's email address, phone number, or any financial institution information required to process the transfer.

Errors Beyond Our Control: The money transfer is not completed due to circumstances beyond our control, such as power outages, system failures, natural disasters, or other acts of God, despite reasonable precautions taken by us.

Recipient Notification Issues: The recipient does not receive the email or text message that contains the money transfer notification, through no fault of ours.

- c. **Account Restrictions:** Your account is dormant or frozen in accordance with any agreements between you and us, or in accordance with applicable law.
- d. **Unauthorized Access:** We have reasonable grounds to believe that unauthorized use of your online banking credentials has occurred or is in progress.
- e. **Termination of Agreement:** If this Agreement has been terminated by us.
- f. **Other Exceptions:** Any other exceptions outlined in this Agreement, the Additional Agreements, or as otherwise permitted by applicable law.

16. Fees

CUTX does not charge a fee for the Zelle Service. However, there may be other fees and charges applicable to Additional Agreements which do not pertain to the Zelle Service. You understand and agree that CUTX reserves the right to charge a fee for the Zelle Service. If we choose to do so, we will provide you with at least 30 days' advance written notice in the manner required by law before we institute or change any fees for your use of the Zelle Service. You further understand and agree that if an overdraft protection or Privilege Pay is used for a money transfer you schedule, a fee will be charged to your account. Should you have any questions about overdraft or Privilege Pay protection, please refer to our Account Agreement found at <https://www.cutx.org/learn/disclosures>.

17. Use of Our Online and Mobile Banking Service

You understand and agree that you must be enrolled in Online and Mobile Banking to access the Zelle Service. When accessing or using the Zelle Service through our website and/or mobile app, you agree to comply with our Online and Mobile Banking Master Terms and Conditions, which are available at <https://www.cutx.org/disclosures/online-banking>, and are incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Zelle Service

You understand and agree that you may cancel your use of the Zelle Service at any time. To cancel the Zelle Service, please contact us at help@cutx.org, through live chat within our Online and Mobile Banking Service, through CUTX.org or by visiting a local branch. By cancelling the Zelle Service, you understand and agree that any pending, recurring, or future-dated money transfer will be terminated. However, any money transfer that is currently being processed cannot be cancelled or refunded. You further understand and agree that when you cancel the Zelle Service, you will no longer have access to the Zelle Service, but such cancellation does not cancel your other Online and Mobile Banking Services or your account relationship with us.

19. Right to Terminate Access

We reserve the right to terminate or suspend this Agreement in its entirety, or to terminate, suspend, or limit your access privileges to use the Zelle Service, in whole or part, at any time, for any reason without prior notice. This includes, but is not limited to, instances where we determine, in our sole and absolute discretion, that your use of the Zelle Service is illegal, potentially damaging to the brand, in violation of any terms of this Agreement or any Additional Agreements, or necessary to protect CUTX from potential losses. Additionally, we will terminate your access to the Zelle Service when you no longer have a CUTX account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. You understand and agree that if your CUTX account is not in good standing, that account will not be eligible for the Zelle Service. We may determine other eligibility criteria in our sole and absolute discretion. CUTX reserves the right to terminate or suspend our participation in the Zelle network or with a particular financial institution at any time.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE 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 ZELLE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE WARRANT THAT THE ZELLE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS (INCLUDING CUTX) 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 ZELLE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE OR CUTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS (INCLUDING CUTX) IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW IN THOSE STATES, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions (including CUTX) 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 Zelle Service, or any violation by you of the terms of this Agreement.

23. Governing Law; Choice of Law; Severability

This Agreement, to include all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by applicable state and federal laws and regulations, CUTX's Bylaws, and to the extent not preempted by federal law, the laws of the State of Texas, without regard to its conflict of laws principles or rules that would require the application of the laws of any other jurisdiction. The venue is proper in the county where CUTX's principal office is located.

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 modified 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.

24. Miscellaneous

Subject to the terms of this Agreement, the Zelle Service is generally available 24 hours a day, seven (7) days a week, with the exception of outages for maintenance and circumstances beyond the control of CUTX and Zelle®. Live customer service generally will be available Monday through Friday from 9:00 AM to 6:00 PM, excluding US bank holidays.

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