

Zelle® Network Standard Terms

This document describes the terms and conditions of the use of Landmark Credit Union's offering of the Zelle® Payment Service. This is a contract between you and Landmark Credit Union in connection with the Zelle® Payment Service offered through our online and mobile banking platforms. Your use of the Zelle® Payment Service is subject to the terms of your Account Agreement, the Digital Banking and Esign Disclosure and Landmark Credit Union's Privacy Policy,

As used herein, "Landmark", "us" or "we" refers to Landmark Credit Union. "Agreement" means these Zelle® Payment Service Terms and Conditions.

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.

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 bank account.

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

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We

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

We may determine other eligible criteria for use of the Service in our sole and exclusive discretion.

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

By accepting these terms, you are agreeing and consenting to the disclosure of your personal information to Zelle®, Network Banks and other third parties in accordance with our Privacy Policy, which can be found in your Account Agreement. You understand and acknowledge that this information will be used by us, Zelle®, Network Banks, or other third parties for the purpose of processing transactions and investigating transactions or alleged or suspected fraud in regard to payment transactions.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at www.landmarkcu.com/privacy-policy/, which Privacy Policy is incorporated into and made a part of this Agreement 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 our business relationship. See Zelle®'s Privacy Policy <https://www.Zelle@pay.com/privacy-policy> for how it treats your data. You may access Landmark's Privacy Policy at www.landmarkcu.com/privacy-policy

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 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 a debit of your account to send money to another User either at your initiation or at the request of that User; and

- ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, 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.

1. 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.
- 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 us, send STOP to 20736 . For help or information regarding text messaging, send HELP to 20736 or contact our customer service at (262)796-4500 or landmarkcu.com/contact-us. You expressly consent to receipt of a text message to confirm your "STOP" request.

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.

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 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 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. We are not liable for any damages resulting from additional time being needed to verify identities or to comply with legal or regulatory obligations. Landmark does not warrant or guarantee that a transfer will occur within a certain period of time.

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 a transaction in the correct amount, or (ii) any related losses or damages. **NEITHER WE NOR ZELLE® SHALL BE LIABLE FOR ANY TYPOS OR KEYSTROKE ERRORS THAT YOU MAY MAKE WHEN USING THE SERVICE.**

For information regarding your liability for unauthorized transactions, see your Account Agreement. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER LANDMARK NOR 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 GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

11. Send Limits

The following limits apply to outgoing Zelle® transfers: For new Zelle® users, \$500 per day and \$500 per transaction. These limits may increase in the sole discretion of Landmark, but under no circumstances will transactions in excess of \$4,000 every 24 hours and \$2,000 per transaction be permitted. **Note that the amount of money you can send to a new recipient may initially be subject to lower limits; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.** There are no receiving limits for Zelle® transfers.

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 Landmark, Zelle®, and their 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

It is your responsibility to review all details of the transaction prior to initiating the transfer and to ensure such details are accurate. If you believe an unauthorized transaction was made in any activated account in connection with the Service, call us immediately at (262) 796-4500 or toll free at 800-871-2110, or write to: Landmark Credit Union at P.O. Box 510870, New Berlin, WI 53151-0870. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

In your written notice: Tell us your name and account number. Describe the transfer, including the dollar amount, you are unsure about, and explain as clearly as you can the reason(s) you believe it is an error or why you need more information.

If you tell us verbally, we may require that you send us your complaint or question in writing to Landmark Credit Union, P.O. Box 510870, New Berlin, WI 53151-0870 within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will promptly correct any error. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit 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 recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

14. Your Liability for Unauthorized Transfers

YOU ARE SOLELY RESPONSIBLE FOR ALL TRANSFERS YOU AUTHORIZE USING ZELLE® AS SET FORTH IN THIS AGREEMENT. Neither Landmark nor Zelle® are responsible for resolving any

payment or other disputes you may have with any other User with whom you send money to, or receive or request money from, using the Service.

IF YOU WILLINGLY SHARE YOUR CREDENTIALS AND PERMIT OTHER PERSONS TO TRANSACT ON YOUR ACCOUNT USING ZELLE®, YOU ARE SOLELY RESPONSIBLE FOR ANY TRANSACTION THEY AUTHORIZE FROM YOUR ACCOUNT.

If you believe your account has been compromised, and that someone has transferred or may transfer money from your account without your permission, notify us immediately, by telephoning us at 262-796-4500 or toll free at 800-871-2110 or by writing to us at Landmark Credit Union, P.O. Box 510870, New Berlin, WI 53151-0870. Contacting us by telephone is the best way to minimize losses. If you tell us within (2) business days, you can lose no more than \$50 if someone accessed the account with us without your permission. If you do not tell us within (2) business days after you learn of the unauthorized use of Zelle®, and we can prove that we could have stopped someone from accessing Zelle® without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Zelle® transfers that you did not make, it is your responsibility to notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed or accessible to you, you may not get back any money lost after the sixty (60) days if we can demonstrate that we could have stopped someone from making the transfers if you had told us in time.

15. Liability for Failure to Complete Transfers

We shall have no liability for any transfers which were not successfully completed. Our sole responsibility for an error in a transfer will be to correct the error; however, if the error was not solely made by us, we shall have no liability. You understand and agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, us, or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, user or maintenance of the equipment, software, online access services, or Internet browser or access software. In states that do not allow the exclusion of limitation of such damages, our liability is limited to the extent permitted by applicable law.

Notwithstanding anything herein to the contrary, we will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction.
- If you have not properly followed any applicable computer, Internet or our instructions for making Zelle® transfers.
- If your mobile device fails or malfunctions or if our First Service Digital Banking system was not properly working and such a problem should have been apparent when you attempted such as transaction. Circumstances beyond our reasonable control (such as fire, hurricane, flood, telecommunication outages, equipment, or power failure prevent the transaction).

- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our reasonable control, such as your Internet service provider.

We may establish other exceptions in addition to those listed above.

16. Fees

There are currently no services fees from Landmark Credit Union to use the Service. However, if we process a transfer in accordance with your instructions that overdraws your account, we may assess a fee or charge for any such overdraft in accordance with the terms of your Account Agreement. We will not be liable for the failure to pay any transfer request unless it is drawn against available funds credited to your designated Pay From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service. Fees are subject to change from time to time upon notice to you as may be required by law.

17. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our E-Sign and EFT Disclosures and Digital Banking User Agreement, which are available at landmarkcu.com/disclosures/online-banking-disclosure/ and incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

We reserve the right to cancel the Service at any time in our sole discretion. If reasonably possible, we will provide notice of the cancellation of the Service at least thirty (30) days prior to such cancellation.

19. Right to Terminate Access

In addition to the any and all suspension or termination rights set forth in this Agreement, we reserve the right to suspend or terminate this Agreement and your use of the Service if, in our sole discretion, (i) you violate the terms of this Agreement, (ii) you fail to meet any requirement that either we or Zelle® impose with regard to either your enrollment information or any required update of your enrollment information, or (iii) you are suspected of conducting, or have conducted, unauthorized or fraudulent transactions using the Service or have conducted Zelle® transactions that otherwise violate applicable law.

20. 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.

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 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

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).

22. 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 Landmark, Zelle®, their 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.

23. Governing Law; Choice of Law; Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. Any lawsuit arising under or relating to the terms of this Agreement shall be venued in a state or federal court located in Brookfield, Wisconsin.

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, invalid or illegal, such unenforceability, invalidity or illegality shall not render the entire Agreement invalid and shall be construed as if the particular unenforceable, illegal or invalid provision(s) were never a part of this Agreement and the rights and obligations of the parties shall be construed and enforced accordingly.

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 generally will be 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.

Effective October 2022